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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 20549

**Form 10-Q**

(MARK ONE)

**QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**FOR THE QUARTERLY PERIOD ENDED September 30, 2018**

**TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**FOR THE TRANSITION PERIOD FROM                      TO                      .**

Commission File No. 001-35779

**USA Compression Partners, LP**

(Exact name of registrant as specified in its charter)

**Delaware**

(State or Other Jurisdiction of  
Incorporation or Organization)

**75-2771546**

(I.R.S. Employer  
Identification No.)

**100 Congress Avenue, Suite 450  
Austin, Texas**

(Address of principal executive offices)

**78701**

(Zip Code)

**(512) 473-2662**

(Registrant's telephone number, including area code)

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T during the preceding 12 months (or for such shorter period that the registrant was required to submit such files). Yes  No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes  No

As of November 2, 2018, there were 89,966,676 common units and 6,397,965 Class B Units outstanding.

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**PART I. FINANCIAL INFORMATION****ITEM 1. Financial Statements**

**USA COMPRESSION PARTNERS, LP**  
**Unaudited Condensed Consolidated Balance Sheets**  
(in thousands)

	September 30, 2018	December 31, 2017
<b>Assets</b>		
Current assets:		
Cash and cash equivalents	\$ 2,830	\$ 4,013
Accounts receivable, net:		
Trade, net	89,010	32,696
Other	3,753	—
Related party receivables	46,712	45
Inventory, net	83,043	33,221
Prepaid expenses and other assets	4,195	4,209
Total current assets	229,543	74,184
Property and equipment, net	2,541,343	1,192,921
Installment receivable	7,544	—
Identifiable intangible assets, net	398,788	198,215
Goodwill	619,411	253,428
Other assets	17,423	205
Total assets	<u>\$ 3,814,052</u>	<u>\$ 1,718,953</u>
<b>Liabilities, Partners' Capital and Predecessor Parent Company Net Investment</b>		
Current liabilities:		
Accounts payable	\$ 52,681	\$ 1,383
Related party payables	—	1,977
Accrued liabilities	86,542	41,513
Deferred revenue	34,238	2,220
Total current liabilities	173,461	47,093
Long-term debt, net	1,730,763	—
Other liabilities	5,759	6,990
Total liabilities	1,909,983	54,083
Preferred Units	477,309	—
Partners' capital:		
Limited partner interest:		
Common units, 89,967 units issued and outstanding as of September 30, 2018	1,334,365	—
Class B Units, 6,398 units issued and outstanding as of September 30, 2018	78,416	—
Warrants	13,979	—
Predecessor parent company net investment	—	1,664,870
Total partners' capital and predecessor parent company net investment	1,426,760	1,664,870
Total liabilities, partners' capital and predecessor parent company net investment	<u>\$ 3,814,052</u>	<u>\$ 1,718,953</u>

See accompanying notes to unaudited condensed consolidated financial statements.

**USA COMPRESSION PARTNERS, LP**  
**Unaudited Condensed Consolidated Statements of Operations**  
(in thousands, except per unit amounts)

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2018</b>	<b>2017</b>	<b>2018</b>	<b>2017</b>
<b>Revenues:</b>				
Contract operations	\$ 158,664	\$ 62,645	\$ 383,732	\$ 182,737
Parts and service	6,012	4,061	15,836	8,070
Related party	4,271	4,383	12,807	12,925
Total revenues	<u>168,947</u>	<u>71,089</u>	<u>412,375</u>	<u>203,732</u>
<b>Costs and expenses:</b>				
Cost of operations, exclusive of depreciation and amortization	64,309	31,667	159,177	90,556
Selling, general and administrative	17,753	6,766	52,891	18,885
Depreciation and amortization	59,403	42,535	156,943	122,914
Loss (gain) on disposition of assets	1,250	521	12,328	(155)
Impairment of compression equipment	2,292	—	2,292	—
Total costs and expenses	<u>145,007</u>	<u>81,489</u>	<u>383,631</u>	<u>232,200</u>
Operating income (loss)	<u>23,940</u>	<u>(10,400)</u>	<u>28,744</u>	<u>(28,468)</u>
<b>Other income (expense):</b>				
Interest expense, net	(25,443)	—	(51,125)	—
Other	22	(51)	21	(96)
Total other expense	<u>(25,421)</u>	<u>(51)</u>	<u>(51,104)</u>	<u>(96)</u>
Net loss before income tax expense (benefit)	<u>(1,481)</u>	<u>(10,451)</u>	<u>(22,360)</u>	<u>(28,564)</u>
Income tax expense (benefit)	<u>(918)</u>	<u>1,904</u>	<u>(1,624)</u>	<u>3,954</u>
Net loss	<u>(563)</u>	<u>(12,355)</u>	<u>(20,736)</u>	<u>(32,518)</u>
Less: Preferred Unit distributions	<u>(12,188)</u>	<u>—</u>	<u>(24,242)</u>	<u>—</u>
Net loss attributable to common and Class B unitholders' interests	<u>\$ (12,751)</u>	<u>\$ (12,355)</u>	<u>\$ (44,978)</u>	<u>\$ (32,518)</u>
<b>Net loss attributable to:</b>				
Common units	<u>\$ (8,768)</u>		<u>\$ (33,185)</u>	
Class B Units	<u>\$ (3,983)</u>		<u>\$ (11,793)</u>	
<b>Weighted average common units outstanding - basic and diluted</b>				
	<u>89,973</u>		<u>69,253</u>	
<b>Weighted average Class B Units outstanding - basic and diluted</b>				
	<u>6,398</u>		<u>6,398</u>	
<b>Basic and diluted net loss per common unit</b>				
	<u>\$ (0.10)</u>		<u>\$ (0.48)</u>	
<b>Basic and diluted net loss per Class B Unit</b>				
	<u>\$ (0.62)</u>		<u>\$ (1.84)</u>	
<b>Distributions declared per common unit for respective periods</b>				
	<u>\$ 0.525</u>		<u>\$ 1.05</u>	

See accompanying notes to unaudited condensed consolidated financial statements.

**USA COMPRESSION PARTNERS, LP**  
**Unaudited Condensed Consolidated Statement of Changes in Partners' Capital**  
**And Predecessor Parent Company Net Investment**  
**Nine Months Ended September 30, 2018**  
(in thousands)

	<u>Common Units</u>	<u>Class B Units</u>	<u>Warrants</u>	<u>Predecessor Parent Company Net Investment</u>	<u>Total</u>
Balance, December 31, 2017	\$ —	\$ —	\$ —	\$ 1,664,870	\$ 1,664,870
Predecessor net loss for the period January 1, 2018 to April 1, 2018	—	—	—	(23,370)	(23,370)
Predecessor parent company net contribution for the period January 1, 2018 to April 1, 2018	—	—	—	26,730	26,730
Allocation of Predecessor parent company net investment	1,668,230	—	—	(1,668,230)	—
Deemed distribution for additional interest in USA Compression Predecessor	(37,178)	—	—	—	(37,178)
Purchase Price Adjustment for USA Compression Partners, LP	(654,340)	—	—	—	(654,340)
Issuance of common units for the Equity Restructuring	135,440	—	—	—	135,440
Issuance of common units for the CDM Acquisition	324,910	—	—	—	324,910
Issuance of Class B Units for the CDM Acquisition	—	86,125	—	—	86,125
Issuance of Warrants	—	—	13,979	—	13,979
Vesting of phantom units	5,230	—	—	—	5,230
Distributions and distribution equivalent rights	(94,452)	—	—	—	(94,452)
Issuance of common units under the DRIP	424	—	—	—	424
Net loss for the period April 2, 2018 to September 30, 2018	(13,899)	(7,709)	—	—	(21,608)
Balance, September 30, 2018	<u>\$ 1,334,365</u>	<u>\$ 78,416</u>	<u>\$ 13,979</u>	<u>\$ —</u>	<u>\$ 1,426,760</u>

See accompanying notes to unaudited condensed consolidated financial statements.

**USA COMPRESSION PARTNERS, LP**  
**Unaudited Condensed Consolidated Statements of Cash Flows**  
(in thousands)

	<b>Nine Months Ended September 30,</b>	
	<b>2018</b>	<b>2017</b>
<b>Cash flows from operating activities:</b>		
Net loss	\$ (20,736)	\$ (32,518)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	156,943	122,914
Bad debt expense (recovery)	633	(1,837)
Amortization of debt issue costs	3,555	—
Unit-based compensation expense	10,891	3,195
Deferred income tax expense (benefit)	(1,863)	3,954
Loss (gain) on disposition of assets	12,328	(155)
Impairment of compression equipment	2,292	—
Changes in assets and liabilities, net of effects of business combination:		
Accounts receivable, net	(63,576)	(8,996)
Inventory, net	(764)	—
Prepaid expenses and other current assets	6,520	5,213
Other noncurrent assets	(58)	—
Accounts payable and related party payables	(4,751)	(15,053)
Other current liabilities	(4,879)	21,023
Accrued liabilities and deferred revenue	36,665	(455)
Net cash provided by operating activities	133,200	97,285
<b>Cash flows from investing activities:</b>		
Capital expenditures, net	(200,932)	(112,624)
Proceeds from disposition of property and equipment	6,870	14,326
Proceeds from insurance recovery	253	—
Acquisition of USA Compression Predecessor	(1,232,546)	—
Assumed cash acquired in business combination of USA Compression Partners, LP	710,506	—
Net cash used in investing activities	(715,849)	(98,298)
<b>Cash flows from financing activities:</b>		
Proceeds from revolving credit facility	482,414	—
Payments on revolving credit facility	(279,651)	—
Proceeds from issuance of Preferred Units and Warrants, net	479,100	—
Cash paid related to net settlement of unit-based awards	(4,447)	—
Cash distributions on common units	(94,801)	—
Cash distributions on Preferred Units	(12,054)	—
Financing costs	(17,615)	—
Contributions from (to) Parent, net	28,520	(7,154)
Net cash provided by (used in) financing activities	581,466	(7,154)
Decrease in cash and cash equivalents	(1,183)	(8,167)
Cash and cash equivalents, beginning of period	4,013	14,181
Cash and cash equivalents, end of period	\$ 2,830	\$ 6,014
<b>Supplemental cash flow information:</b>		
Cash paid for interest, net of capitalized amounts	\$ 47,972	\$ —
Cash paid for taxes	\$ 183	\$ —
<b>Supplemental non-cash transactions:</b>		
Non-cash distributions to certain common unitholders (DRIP)	\$ 424	\$ —
Predecessor's Non-cash contribution (to) from Predecessor's Parent	\$ (1,790)	\$ 3,196
Transfers to inventory from property and equipment	\$ (9,533)	\$ —
Transfer from long-term installment receivable to short-term	\$ (2,190)	\$ —
Transfer from long-term liabilities to short-term	\$ 609	\$ —
Change in capital expenditures included in accounts payable and accrued liabilities	\$ (5,885)	\$ 15,465
Issuance of common units for the CDM Acquisition	\$ 324,910	\$ —
Issuance of Class B Units for the CDM Acquisition	\$ 86,125	\$ —
Issuance of common units for the Equity Restructuring	\$ 135,440	\$ —

See accompanying notes to unaudited condensed consolidated financial statements.

**USA COMPRESSION PARTNERS, LP AND USA COMPRESSION PREDECESSOR  
NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS**

**(1) Organization and Description of Business**

Unless the context otherwise requires or where otherwise indicated, the terms “our,” “we,” “us,” “the Partnership” and similar language when used in the present or future tense and for periods on and subsequent to April 2, 2018 (the “Transactions Date”) refer to USA Compression Partners, LP, collectively with its consolidated operating subsidiaries, including the USA Compression Predecessor. Unless the context otherwise requires or where otherwise indicated, the term “USA Compression Predecessor,” as well as the terms “our,” “we,” “us” and “its” when used in an historical context or in reference to periods prior to the Transactions Date, refers to CDM Resource Management LLC (“CDM Resource”) and CDM Environmental & Technical Services LLC (“CDM E&T”) collectively, which has been deemed to be the predecessor of the Partnership for financial reporting purposes.

We are a Delaware limited partnership. Through our operating subsidiaries, we provide compression services under fixed-term contracts with customers in the natural gas and crude oil industries, using natural gas compression packages that we design, engineer, own, operate and maintain. We primarily provide compression services in a number of shale plays throughout the United States, including the Utica, Marcellus, Permian Basin, Delaware Basin, Eagle Ford, Mississippi Lime, Granite Wash, Woodford, Barnett, Haynesville, Niobrara and Fayetteville shales.

USA Compression GP, LLC, a Delaware limited liability company, serves as our general partner and is referred to herein as the “General Partner.” Our General Partner was wholly owned by Energy Transfer Equity, L.P. (“ETE”), through its wholly owned subsidiary, Energy Transfer Partners, L.L.C. (“ETP LLC”). In October 2018, ETE and Energy Transfer Partners, L.P. (“ETP”) completed the merger of ETP with a wholly owned subsidiary of ETE in a unit-for-unit exchange (the “ETE Merger”). Following the closing of the ETE Merger, ETE changed its name to “Energy Transfer LP” and ETP changed its name to “Energy Transfer Operating, L.P.” Upon the closing of the ETE Merger, ETE contributed to ETP 100% of the limited liability company interests in our General Partner. References herein to “ETP” refer to Energy Transfer Partners, L.P. for periods prior to the ETE Merger and Energy Transfer Operating, L.P. following the ETE Merger, and references to “ETE” refer to Energy Transfer Equity, L.P. for periods prior to the ETE Merger and Energy Transfer LP following the ETE Merger.

The USA Compression Predecessor owned and operated a fleet of compressors used to provide natural gas compression services for customer specific systems. The USA Compression Predecessor also owned and operated a fleet of equipment used to provide treating services, such as carbon dioxide and hydrogen sulfide removal, natural gas cooling, and dehydration. The USA Compression Predecessor had operations located in Texas, Oklahoma, Louisiana, Arkansas, Pennsylvania, New Mexico, Colorado, Ohio, and West Virginia.

***CDM Acquisition***

On the Transactions Date, we consummated the transactions contemplated by the Contribution Agreement dated January 15, 2018, pursuant to which, among other things, we acquired all of the issued and outstanding membership interests of the USA Compression Predecessor from ETP (the “CDM Acquisition”) in exchange for aggregate consideration of approximately \$1.7 billion, consisting of (i) 19,191,351 common units representing limited partner

interests in us (the “common units”), (ii) 6,397,965 Class B units representing limited partner interests in us (“Class B Units”) and (iii) \$1.232 billion in cash (including estimated customary closing adjustments).

***General Partner Purchase Agreement***

On the Transactions Date, and in connection with the closing of the CDM Acquisition, we consummated the transactions contemplated by the Purchase Agreement dated January 15, 2018, by and among ETE, ETP LLC, USA Compression Holdings, LLC (“USA Compression Holdings”) and, solely for certain purposes therein, R/C IV USACP Holdings, L.P. and ETP, pursuant to which, among other things, ETE acquired from USA Compression Holdings (i) all of the outstanding limited liability company interests in the General Partner and (ii) 12,466,912 common units for cash consideration paid by ETE to USA Compression Holdings equal to \$250.0 million (the “GP Purchase”). Upon the closing of the ETE Merger, ETE contributed all of the interests in the General Partner and the 12,466,912 common units to ETP.

***Equity Restructuring Agreement***

On the Transactions Date, and in connection with the closing of the CDM Acquisition, we consummated the transactions contemplated by the Equity Restructuring Agreement dated January 15, 2018, pursuant to which, among other things, the Partnership, the General Partner and ETE agreed to cancel the Partnership’s Incentive Distribution Rights (“IDRs”) and convert the General Partner Interest (as defined in the Equity Restructuring Agreement) into a non-economic general partner interest, in exchange for the Partnership’s issuance of 8,000,000 common units to the General Partner (the “Equity Restructuring”).

The CDM Acquisition, GP Purchase and Equity Restructuring are collectively referred to as the “Transactions.”

**(2) Basis of Presentation and Summary of Significant Accounting Policies**

***Basis of Presentation***

***The Partnership***

The unaudited condensed consolidated financial statements give effect to the business combination and the Transactions discussed above under the acquisition method of accounting, and the business combination has been accounted for in accordance with the applicable reverse merger accounting guidance. ETE acquired a controlling financial interest in us through the acquisition of our General Partner. As a result, the USA Compression Predecessor is deemed to be the accounting acquirer of the Partnership because its ultimate parent company obtained control of the Partnership through its control of the General Partner. Consequently, the USA Compression Predecessor is deemed to be the predecessor of the Partnership for financial reporting purposes, and the historical financial statements of the Partnership now reflect the USA Compression Predecessor for all periods prior to the closing of the Transactions. The closing of the Transactions occurred on the Transactions Date.

The USA Compression Predecessor’s assets and liabilities retained their historical carrying values. Additionally, the Partnership’s assets acquired and liabilities assumed by the USA Compression Predecessor in the business combination have been recorded at their fair values measured as of the Transactions Date. The excess of the assumed purchase price of the Partnership over the estimated fair values of the Partnership’s net assets acquired has been recorded as goodwill. The assumed purchase price and fair value of the Partnership has been determined using acceptable fair value methods. Additionally, because the USA Compression Predecessor is reflected at ETE’s historical cost, the difference between the \$1.7 billion in consideration paid by the Partnership and ETE’s historical carrying values (net book value) at the Transactions Date has been recorded as a decrease to partners’ capital in the amount of \$37.2 million.

Our accompanying unaudited condensed consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (“GAAP”) and pursuant to the rules and regulations of the Securities and Exchange Commission (“SEC”). As noted above, the historical condensed consolidated financial statements of the Partnership now reflect the historical condensed consolidated financial statements of the USA Compression Predecessor in accordance with the applicable accounting and financial reporting guidance. Therefore, the historical condensed consolidated financial statements are comprised of the balance sheet and statement of operations of the USA Compression Predecessor as of and for periods prior to the Transactions Date. The historical condensed consolidated financial statements are also comprised of the condensed consolidated balance sheet and statement of operations of the Partnership, which includes the USA Compression Predecessor, as of and for all periods subsequent to the Transactions Date.



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In the opinion of our management, such financial information reflects all normal recurring adjustments necessary for a fair presentation of these interim unaudited condensed consolidated financial statements in accordance with GAAP. Operating results for the three months and nine months ended September 30, 2018 are not necessarily indicative of the results that may be expected for the year ending December 31, 2018. Certain information and footnote disclosures normally included in annual consolidated financial statements prepared in accordance with GAAP have been condensed or omitted pursuant to the rules and regulations of the SEC. Therefore, these unaudited condensed consolidated financial statements should be read in conjunction with our audited consolidated financial statements contained in our annual report on Form 10-K for the year ended December 31, 2017 filed on February 13, 2018 (our “2017 Annual Report”) and the audited consolidated financial statements of the USA Compression Predecessor filed as Exhibit 99.1 to our Current Report on Form 8-K filed on November 2, 2018.

### *USA Compression Predecessor*

ETP allocated various corporate overhead expenses to the USA Compression Predecessor based on a percentage of assets, net income (loss), or adjusted earnings before interest, taxes, depreciation and amortization (“EBITDA”). These allocations are not necessarily indicative of the cost that the USA Compression Predecessor would have incurred had it operated as an independent standalone entity. The USA Compression Predecessor also historically relied upon ETP for funding operating and capital expenditures as necessary. As a result, the historical financial statements of the USA Compression Predecessor may not fully reflect or be necessarily indicative of what the USA Compression Predecessor’s balance sheet, results of operations and cash flows would have been or will be in the future.

Certain expenses incurred by ETP are only indirectly attributable to the USA Compression Predecessor. As a result, certain assumptions and estimates are made in order to allocate a reasonable share of such expenses to the USA Compression Predecessor, so that the accompanying financial statements reflect substantially all costs of doing business. The allocations and related estimates and assumptions are described more fully in Note 14.

Certain amounts of the USA Compression Predecessor’s revenues are derived from related party transactions, as described more fully in Note 14.

### ***Significant Accounting Policies***

#### *Use of Estimates*

Our unaudited condensed consolidated financial statements have been prepared in conformity with GAAP, which includes the use of estimates and assumptions by management that affect the reported amounts of assets, liabilities, revenues, expenses and disclosure of contingent assets and liabilities that existed at the date of the unaudited condensed consolidated financial statements. Although these estimates were based on management’s available knowledge of current and expected future events, actual results could differ from these estimates.

#### *Cash and Cash Equivalents*

Cash and cash equivalents consist of all cash balances. We consider investments in highly liquid financial instruments purchased with an original maturity of 90 days or less to be cash equivalents.

#### *Inventory*

Inventory consists of serialized and non-serialized parts used primarily in the repair of compression units. All inventory is stated at the lower of cost or net realizable value. The cost of serialized parts inventory is determined using the specific identification cost method, while the cost of non-serialized parts inventory is determined using the weighted average cost method. Purchases of these assets are considered operating activities on the Unaudited Condensed Consolidated Statements of Cash Flows.

#### *Identifiable Intangible Assets*

Identifiable intangible assets are recorded at cost and amortized using the straight-line method over their estimated useful lives, which is the period over which the assets are expected to contribute directly or indirectly to our future cash flows. The estimated useful lives of our intangible assets range from 9 to 20 years.

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We assess identifiable intangible assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. Neither we nor the USA Compression Predecessor recorded any impairment of identifiable intangible assets during the three and nine months ended September 30, 2018 and 2017, respectively.

### *Property and Equipment*

Property and equipment are carried at cost except for (i) certain acquired assets which are recorded at fair value on their respective acquisition dates and (ii) impaired assets which are recorded at fair value on the last impairment evaluation date for which an adjustment was required. Overhauls and major improvements that increase the value or extend the life of compression equipment are capitalized and depreciated over 3 to 5 years. Ordinary maintenance and repairs are charged to cost of operations, exclusive of depreciation and amortization.

When property and equipment is retired or sold, its carrying value and the related accumulated depreciation are removed from our accounts and any associated gains or losses are recorded on our statements of operations in the period of sale or disposition.

Capitalized interest is calculated by multiplying the Partnership's monthly effective interest rate on outstanding debt by the amount of qualifying costs, which include upfront payments to acquire certain compression units. Capitalized interest was \$0.2 million and \$0.3 million for the three and nine months ended September 30, 2018, respectively. The USA Compression Predecessor had no capitalized interest for the three and nine months ended September 30, 2017, as it did not hold any debt during either period.

### *Impairment of Long-Lived Assets*

Long-lived assets with recorded values that are not expected to be recovered through future cash flows are written-down to estimated fair value. We test long-lived assets for impairment when events or circumstances indicate that the assets' carrying value may not be recoverable or will no longer be utilized in the operating fleet. The most common circumstance requiring compression units to be evaluated for impairment is when idle units do not meet the desired performance characteristics of our active revenue generating horsepower.

During the three and nine months ended September 30, 2018, we evaluated the future deployment of our idle fleet under then-current market conditions and determined to retire, sell or re-utilize key components of 18 compressor units, or approximately 5,800 horsepower, that were previously used to provide services in our business. As a result, we recorded \$2.3 million in impairment of compression equipment for the three and nine months ended September 30, 2018. The primary causes for this impairment were: (i) units were not considered marketable in the foreseeable future, (ii) units were subject to excessive maintenance costs or (iii) units were unlikely to be accepted by customers due to certain performance characteristics of the unit, such as the inability to meet then-current quoting criteria without excessive retrofitting costs. These compression units were written down to their respective estimated salvage values, if any.

The USA Compression Predecessor did not record any impairment of long-lived assets during the three and nine months ended September 30, 2017.

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*Goodwill*

Goodwill represents consideration paid in excess of the fair value of the identifiable net assets acquired in a business combination. Goodwill is not amortized, but is reviewed for impairment annually based on the carrying values as of October 1, or more frequently if impairment indicators arise that suggest the carrying value of goodwill may not be recovered.

Neither we nor the USA Compression Predecessor recorded any impairment of goodwill during the three and nine months ended September 30, 2018 and 2017, respectively.

*Pass Through Taxes*

Sales taxes incurred on behalf of, and passed through to, customers are accounted for on a net basis.

*Fair Value Measurements*

Accounting standards on fair value measurements establish a framework for measuring fair value and stipulate disclosures about fair value measurements. The standards apply to recurring and non-recurring financial and non-financial assets and liabilities that require or permit fair value measurements. Among the required disclosures is the fair value hierarchy of inputs we use to value an asset or a liability. The three levels of the fair value hierarchy are described as follows:

Level 1 inputs are quoted prices (unadjusted) in active markets for identical assets or liabilities that we have the ability to access at the measurement date.

Level 2 inputs are those other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3 inputs are unobservable inputs for the asset or liability.

As of September 30, 2018, our financial instruments consisted primarily of cash and cash equivalents, trade accounts receivable, trade accounts payable and long-term debt. The book values of cash and cash equivalents, trade accounts receivable and trade accounts payable are representative of fair value due to their short-term maturities. The carrying amount of our revolving credit facility approximates fair value due to the floating interest rates associated with the debt.

The fair value of our 6.875% Senior Notes due 2026 (the "Senior Notes") was estimated using quoted prices in inactive markets and is considered a Level 2 measurement. The following table summarizes the carrying amount and fair value of these assets and liabilities (in thousands):

<b>Assets (Liabilities)</b>	<b>September 30, 2018</b>	<b>December 31, 2017</b>
	<b>Level 2</b>	<b>Level 2</b>
Carrying amount of Senior Notes (1)	\$ 708,939	\$ —
Fair value of Senior Notes	748,563	—

(1) Carrying amount is shown net of unamortized deferred financing costs. As of September 30, 2018, the outstanding aggregate principal amount of our Senior Notes was \$725.0 million. See Note 10 for further details.

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As of December 31, 2017, the USA Compression Predecessor did not have financial instruments with fair values determined using available market information and valuation methodologies. The carrying amount of cash and cash equivalents, accounts receivable and accounts payable approximates fair value due to their short-term maturities.

### *Operating Segment*

We operate in a single business segment, the compression services business.

### *Parent Company Net Investment*

The USA Compression Predecessor participated in a centralized cash management function managed by ETP. Balances payable to or due from ETP generated under this arrangement are reflected as equity on the books and records of the USA Compression Predecessor.

ETP's net investment in the operations of the USA Compression Predecessor is presented as Predecessor parent company net investment within the unaudited condensed consolidated balance sheets. Parent company net investment represents the accumulated net earnings of the operations of the USA Compression Predecessor and accumulated net contributions from ETP. Net contributions for the period January 1, 2018 to April 1, 2018 were primarily comprised of intercompany operations and expense, cash clearing and other financing activities, and general and administrative cost allocations to the USA Compression Predecessor.

### **(3) Acquisitions**

The USA Compression Predecessor is deemed to be the accounting acquirer of the Partnership in the business combination because its ultimate parent company obtained control of the Partnership through its control of the General Partner. Consequently, the USA Compression Predecessor's assets and liabilities retained their historical carrying values. The Partnership's assets acquired and liabilities assumed by the USA Compression Predecessor have been recorded at their fair values measured as of the Transactions Date. The excess of the assumed purchase price of the Partnership over the estimated fair values of the Partnership's net assets acquired has been recorded as goodwill. The assumed purchase price and fair value of the Partnership was determined using a combination of an income and cost valuation methodology, the fair value of the Partnership's common units as of the Transactions Date and the consideration paid by ETE for the General Partner and IDRs. The valuation and purchase price allocation is considered final.

The property and equipment of the USA Compression Predecessor is reflected at historical carrying value, which is less than the consideration paid for the business. The excess of the consideration paid over the historical carrying value was \$37.2 million and is reflected as a decrease to partners' capital.

The Partnership incurred \$21.7 million in transaction-related expenses prior to the Transactions Date, which were recognized by the Partnership when incurred in the periods prior to the Transactions Date, and therefore are not included

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within the results of operations presented within the unaudited condensed consolidated financial statements for the three and nine months ended September 30, 2018.

For the period from April 2, 2018 to September 30, 2018, we recognized \$177.0 million in revenues and \$10.8 million in net income attributable to the Partnership's historical assets.

The following table summarizes the assumed purchase price and fair value and the allocation to the assets acquired and liabilities assumed (in thousands):

Assumed purchase price allocation to USA Compression Partners, LP	
Current assets	\$ 786,258
Fixed assets	1,331,850
Other long-term assets	15,018
Customer relationships	221,500
Total identifiable assets acquired	2,354,626
Current liabilities	(110,465)
Long-term debt	(1,526,865)
Other long-term liabilities	(1,538)
Total liabilities assumed	(1,638,868)
Net identifiable assets acquired	715,758
Goodwill (1)	365,983
Net assets acquired	\$ 1,081,741

**April 2, 2018 Transactions:**

Cash used in the CDM Acquisition	(710,506)
Issuance of Preferred Units	(465,121)
Issuance of Class B Units for the CDM Acquisition	(86,125)
Issuance of Warrants	(13,979)
Issuance of common units for the Equity Restructuring	(135,440)
Issuance of common units for the CDM Acquisition	(324,910)
Purchase Price Adjustment for USA Compression Partners, LP	\$ (654,340)

- (1) Goodwill recognized from the business combination primarily relates to the value attributed to additional growth opportunities, synergies and operating leverage within the Partnership's areas of operation. The valuation of goodwill recognized from the business combination is final.

*Transition Services Agreement*

In connection with the closing of the Transactions, we entered into an agreement with the USA Compression Predecessor and ETP pursuant to which ETP and its affiliates provided certain services to us with respect to the business and operations of the USA Compression Predecessor's existing assets, including information technology, accounting and emissions testing services, for a period of three months following the closing of the Transactions. Expenses associated with the transition services agreement were \$0.7 million for the nine months ended September 30, 2018.

*Unaudited Pro Forma Financial Information*

The following unaudited pro forma condensed financial information for the three and nine months ended September 30, 2018 and 2017 gives effect to the Transactions as if they had occurred on January 1, 2017. The unaudited pro forma condensed financial information has been included for comparative purposes only and is not necessarily indicative of the results that might have occurred had the Transactions taken place on the dates indicated and is not intended to be a projection of future events. The pro forma adjustments for the periods presented consist of (i) adjustments to combine the USA Compression Predecessor's and the Partnership's historical results of operations for the periods, (ii) adjustments to interest expense to include interest expense for additional revolving credit facility borrowings and include the interest expense associated with our Senior Notes (see Note 10), (iii) adjustments to depreciation and amortization expense attributable to adjustments recorded as a result of the purchase price allocation to the Partnership's assets and liabilities

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and (iv) adjustments to net loss attributable to common units and Class B Units attributable to distributions on the Partnership's Series A Preferred Units (the "Preferred Units").

The following table presents the unaudited pro forma revenues, net loss and basic and diluted net loss per unit information for each period:

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Total revenues	\$ 168,947	\$ 139,223	\$ 490,114	\$ 417,670
Net loss	\$ (563)	\$ (86,249)	\$ (53,839)	\$ (258,746)
Net loss attributable to common and Class B unitholders' interests	\$ (12,751)	\$ (98,436)	\$ (90,269)	\$ (295,309)
Basic and diluted net loss per common unit and Class B Unit	\$ (0.72)	\$ (1.03)	\$ (0.95)	\$ (3.10)

The pro forma net loss for the three and nine months ended September 30, 2018 includes expenses that were a direct result of the Transactions, including \$1.0 million in employee severance charges attributable to employees not retained by the Partnership subsequent to the Transactions and \$21.7 million in transaction expenses, including advisory, audit and legal fees. These expenses were recognized by the Partnership as they were incurred during the period from January 1, 2018 to April 1, 2018, but because the USA Compression Predecessor's historical condensed consolidated financial statements are now reflected for that period, the condensed consolidated financial statements presented in accordance with GAAP for the nine months ended September 30, 2018 do not reflect such expenses incurred as a direct result of the Transactions.

**(4) Trade Accounts Receivable**

Trade accounts receivable are recorded at the invoiced amount and do not bear interest. The allowance for doubtful accounts, which was \$1.7 million and \$0.8 million at September 30, 2018 and December 31, 2017, respectively, is our best estimate of the amount of probable credit losses included in our existing accounts receivable. We determine the allowance based upon historical write-off experience and specific customer circumstances. The determination of the allowance for doubtful accounts requires us to make estimates and judgments regarding our customers' ability to pay amounts due. We continuously evaluate the financial strength of our customers based on payment history, the overall business climate in which our customers operate and specific identification of customer bad debt and make adjustments to the allowance as necessary. Our evaluation of our customers' financial strength is based on the aging of their respective receivables balance, customer correspondence, financial information and third-party credit ratings. Our evaluation of the business climate in which our customers operate is based on a review of various publicly available materials regarding our customers' industries, including the solvency of various companies in the industry. During the three and nine months ended September 30, 2018, we increased our allowance for doubtful accounts by \$0.5 million and \$0.9 million, respectively, due primarily to estimated uncollectible amounts from customers of the USA Compression Predecessor.

The USA Compression Predecessor determined its allowance for doubtful accounts based upon historical write-off experience and specific identification of unrecoverable amounts. The USA Compression Predecessor reduced its allowance for doubtful accounts by \$0.2 million and \$3.7 million during the three and nine months ended September 30, 2017, respectively, due to write-offs of receivables and collections on accounts previously reserved.

**(5) Inventory**

Components of inventory are as follows (in thousands):

	September 30, 2018	December 31, 2017
Serialized parts	\$ 40,997	\$ —
Non-serialized parts	42,327	34,335
Total Inventory, gross	83,324	34,335
Less: obsolete and slow moving reserve	(281)	(1,114)
Total Inventory, net	\$ 83,043	\$ 33,221

**(6) Property and Equipment, Identifiable Intangible Assets and Goodwill***Property and Equipment*

Property and equipment consisted of the following (in thousands):

	<u>September 30, 2018</u>	<u>December 31, 2017</u>
Compression and treating equipment	\$ 3,224,882	\$ 1,799,151
Furniture and fixtures	1,114	780
Automobiles and vehicles	48,319	41,796
Computer equipment	51,896	25,049
Buildings	9,335	13,891
Land	77	77
Leasehold improvements	5,264	2,051
Total Property and equipment, gross	3,340,887	1,882,795
Less: accumulated depreciation and amortization	(799,544)	(689,874)
Total Property and equipment, net	<u>\$ 2,541,343</u>	<u>\$ 1,192,921</u>

Depreciation is calculated using the straight-line method over the estimated useful lives of the assets as follows:

Compression equipment, acquired new	25 years
Compression equipment, acquired used	5 - 25 years
Furniture and fixtures	3 - 10 years
Vehicles and computer equipment	1 - 10 years
Buildings	5 years
Leasehold improvements	5 years

Depreciation expense on property and equipment was \$51.5 million and \$136.0 million for the three and nine months ended September 30, 2018, respectively. The USA Compression Predecessor recognized \$37.4 million and \$107.5 million of depreciation expense on property and equipment for the three and nine months ended September 30, 2017, respectively.

The Partnership implemented a change in the estimated useful lives of the USA Compression Predecessor's property and equipment to conform with the Partnership's historical asset lives, which is accounted for as a change in accounting estimate beginning on the Transactions Date on a prospective basis. This change resulted in an \$11.3 million and \$22.5 million increase to both operating income and net income for the three and nine months ended September 30, 2018, respectively, and a \$0.12 and \$0.30 increase to both basic and diluted earnings per common unit and Class B Unit for the three and nine months ended September 30, 2018, respectively.

As of September 30, 2018 and December 31, 2017, there was \$34.2 million and \$14.6 million, respectively, of property and equipment purchases in accounts payable and accrued liabilities.

During the three and nine months ended September 30, 2018, there were net losses on the disposition of assets of \$1.3 million and \$12.3 million, respectively. The net loss for the nine months ended September 30, 2018 was primarily attributable to disposals of various property and equipment by the USA Compression Predecessor. During the three and nine months ended September 30, 2017, the USA Compression Predecessor recognized a \$0.5 million net loss and \$0.2 million net gain on disposition of assets, respectively.

*Identifiable Intangible Assets*

Identifiable intangible assets, net consisted of the following (in thousands):

	<b>Customer Relationships</b>	<b>Trade Names</b>	<b>Total</b>
Net Balance at December 31, 2017	\$ 157,551	\$ 40,664	\$ 198,215
Additions (1)	221,500	—	221,500
Amortization expense	(18,471)	(2,456)	(20,927)
Net Balance at September 30, 2018	<u>\$ 360,580</u>	<u>\$ 38,207</u>	<u>\$ 398,788</u>

(1) Identifiable intangible assets were determined as part of the purchase price allocation to the Partnership's assets acquired by the USA Compression Predecessor.

Accumulated amortization of intangible assets was \$151.8 million and \$130.9 million as of September 30, 2018 and December 31, 2017, respectively. The expected amortization of the intangible assets for each of the five succeeding years is \$31.6 million.

*Goodwill*

As of September 30, 2018, the Partnership recognized \$619.4 million of goodwill, of which \$366.0 million was determined as part of the purchase price allocation to the Partnership's assets acquired by the USA Compression Predecessor.

**(7) Installment Receivable**

On June 30, 2014, we entered into a FMV Bargain Purchase Option Grant Agreement (the "BPO Capital Lease Transaction") with a customer, pursuant to which we granted a bargain purchase option to the customer with respect to certain compressor packages leased to the customer. The bargain purchase option provides the customer with an option to acquire the equipment at a value significantly less than the fair market value at the end of the lease term, which is seven years.

The BPO Capital Lease Transaction was accounted for as a sales type lease resulting in a current installment receivable included in other accounts receivable of \$3.5 million and a long-term installment receivable of \$7.5 million as of September 30, 2018. The USA Compression Predecessor had no capital lease installment receivables as of December 31, 2017.

Revenue and interest income related to the capital lease is recognized over the lease term. We recognize maintenance revenue within Contract operations revenue and interest income within Interest expense, net. Maintenance revenue was \$0.3 million and \$0.6 million for the three and nine months ended September 30, 2018, respectively. Interest income was \$0.2 million and \$0.5 million for the three and nine months ended September 30, 2018, respectively. The USA Compression Predecessor had no capital lease revenue or maintenance revenue related to capital leases for the three and nine months ended September 30, 2017, respectively.

**(8) Accrued Liabilities**

As of September 30, 2018, accrued liabilities included \$44.9 million of accrued sales tax contingency (Note 16), \$13.2 million of accrued property taxes and \$11.3 million of accrued payroll and benefits.

As of December 31, 2017, the USA Compression Predecessor recognized \$27.8 million of accrued equipment and other asset purchases, \$8.3 million of accrued payroll and benefits and \$0.7 million of accrued property taxes.

**(9) Income Taxes**

We, including the USA Compression Predecessor, are subject to the Revised Texas Franchise Tax ("Texas Margin Tax"). We do not conduct business in any other state where a similar tax is applied. The Texas Margin Tax requires certain forms of legal entities, including limited partnerships, to pay a tax of 0.75% on its "margin," as defined in the law, based on annual results. The tax base to which the margin tax is applied is the least of (1) 70% of total revenues for



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federal income tax purposes, (2) total revenue less cost of goods sold or (3) total revenue less compensation for federal income tax purposes.

Components of our income tax expense (benefit) related to the Texas Margin Tax are as follows (in thousands):

	Three		Nine Months Ended September 30,	
	Months Ended September 30, 2018	Months Ended September 30, 2017	2018	2017
Current tax expense	\$ 120	\$ (42)	\$ 239	\$ —
Deferred tax expense (benefit)	\$ (1,038)	\$ 1,946	\$ (1,863)	\$ 3,954
Total income tax expense (benefit)	\$ (918)	\$ 1,904	\$ (1,624)	\$ 3,954

Deferred income tax balances are the direct effect of temporary differences between the financial statement carrying amounts and the tax basis of assets and liabilities at the enacted tax rates expected to be in effect when the taxes are actually paid or recovered. The tax effects of temporary differences that give rise to deferred tax liabilities are as follows (in thousands):

	September 30, 2018	December 31, 2017
Deferred tax liability - Property and equipment	\$ 3,340	\$ 3,791

The Financial Accounting Standards Board's ("FASB") Accounting Standards Codification ("ASC") Topic 740 *Income Taxes* ("ASC Topic 740") provides guidance on measurement and recognition in accounting for income tax uncertainties and provides related guidance on derecognition, classification, disclosure, interest and penalties. As of September 30, 2018 and December 31, 2017, neither we nor the USA Compression Predecessor had any material unrecognized tax benefits (as defined in ASC Topic 740). We do not expect to incur interest charges or penalties related to our tax positions, but if such charges or penalties are incurred, our policy is to account for interest charges as Interest expense, net and penalties as Income tax expense.

The Bipartisan Budget Act of 2015 provides that any tax adjustments (including any applicable penalties and interest) resulting from partnership audits will generally be determined at the partnership level for tax years beginning after December 31, 2017. To the extent possible under the new rules, our General Partner may elect to either pay the taxes (including any applicable penalties and interest) directly to the Internal Revenue Service or, if we are eligible, issue a revised information statement to each unitholder and former unitholder with respect to an audited and adjusted return. The Bipartisan Budget Act of 2015 allows a partnership to elect to apply these provisions to any return of the partnership filed for partnership taxable years beginning after the date of enactment, November 2, 2015. We do not intend to elect to apply these provisions for any tax return filed for partnership taxable years beginning before January 1, 2018.

**(10) Long-Term Debt**

Our long-term debt, of which there is no current portion, consisted of the following (in thousands):

	September 30, 2018	December 31, 2017
Revolving credit facility	\$ 1,021,824	\$ —
Senior Notes, aggregate principal	725,000	—
Less: deferred financing costs, net of amortization	(16,061)	—
Senior Notes, net	708,939	—
Total long-term debt, net	\$ 1,730,763	\$ —

*Revolving Credit Facility*

On April 2, 2018, we entered into the Sixth Amended and Restated Credit Agreement (the "Sixth A&R Credit Agreement") by and among the Partnership, as borrower, USAC OpCo 2, LLC, USAC Leasing 2, LLC, USA Compression Partners, LLC, USAC Leasing, LLC, CDM Resource, CDM E&T and USA Compression Finance Corp. ("Finance Corp"), the lenders party thereto from time to time, JPMorgan Chase Bank, N.A., as agent and an LC issuer, JPMorgan Chase Bank, N.A., Barclays Bank PLC, Regions Capital Markets, a division of Regions Bank, RBC Capital Markets and Wells Fargo Bank, N.A., as joint lead arrangers and joint book runners, Barclays Bank PLC, Regions Bank,

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RBC Capital Markets and Wells Fargo Bank, N.A., as syndication agents, and MUFG Union Bank, N.A., SunTrust Bank and The Bank of Nova Scotia, as senior managing agents.

The Sixth A&R Credit Agreement has an aggregate commitment of \$1.6 billion (subject to availability under our borrowing base), with a further potential increase of \$400 million, and has a maturity date of April 2, 2023.

The Sixth A&R Credit Agreement permits us to make distributions of available cash to unitholders so long as (a) no default under the facility has occurred, is continuing or would result from the distribution, (b) immediately prior to and after giving effect to such distribution, we are in compliance with the facility's financial covenants and (c) immediately after giving effect to such distribution, we have availability under the revolving credit facility of at least \$100 million. In addition, the revolving credit facility contains various covenants that may limit, among other things, our ability to (subject to exceptions):

- grant liens;
- make certain loans or investments;
- incur additional indebtedness or guarantee other indebtedness;
- enter into transactions with affiliates;
- merge or consolidate;
- sell our assets; or
- make certain acquisitions.

The revolving credit facility also contains various financial covenants, including covenants requiring us to maintain:

- a minimum EBITDA to interest coverage ratio of 2.5 to 1.0, determined as of the last day of each fiscal quarter; and
- a maximum funded debt to EBITDA ratio, determined as of the last day of each fiscal quarter, for the annualized trailing three months of (a) 5.75 to 1.0 through the end of the fiscal quarter ending March 31, 2019, (b) 5.5 to 1.0 through the end of the fiscal quarter ending December 31, 2019 and (c) 5.00 to 1.0 thereafter, in each case subject to a provision for increases to such thresholds by 0.5 in connection with certain future acquisitions for the six consecutive month period following the period in which any such acquisition occurs.

If a default exists under the Sixth A&R Credit Agreement, the lenders will be able to accelerate the maturity on the amount then outstanding and exercise other rights and remedies.

In connection with entering into the Sixth A&R Credit Agreement, we paid certain upfront fees and arrangement fees to the arrangers, syndication agents and senior managing agents of the Sixth A&R Credit Agreement in the amount of \$14.3 million during the nine months ended September 30, 2018. These fees were capitalized to loan costs and will be amortized through April 2023. Amounts borrowed and repaid under the Sixth A&R Credit Agreement may be re-borrowed.

As of September 30, 2018, we were in compliance with all of our covenants under the Sixth A&R Credit Agreement.

As of September 30, 2018, we had outstanding borrowings under the Sixth A&R Credit Agreement of \$1.0 billion, \$578.2 million of borrowing base availability and, subject to compliance with the applicable financial covenants, available borrowing capacity of \$309.7 million. Our interest rate in effect for all borrowings under the Sixth A&R Credit Agreement as of September 30, 2018 was 4.68% with a weighted average interest rate of 4.65% for the three months ended September 30, 2018 and 4.60% for the period from the Transactions Date to September 30, 2018. There were no letters of credit issued as of September 30, 2018.

The Sixth A&R Credit Agreement matures in April 2023 and we expect to maintain it for the term. The facility is a "revolving credit facility" that includes a lock box arrangement, whereby remittances from customers are forwarded to a bank account controlled by the administrative agent and are applied to reduce borrowings under the facility.

### *Senior Notes*

On March 23, 2018, the Partnership and its wholly owned finance subsidiary, Finance Corp, co-issued \$725.0 million aggregate principal amount of the Senior Notes that mature on April 1, 2026. The Senior Notes accrue interest from March 23, 2018 at the rate of 6.875% per year. Interest on the Senior Notes is payable semi-annually in arrears on each of April 1 and October 1, commencing on October 1, 2018.

Prior to April 1, 2021, we may redeem up to 35% of the aggregate principal amount of the Senior Notes at a redemption price equal to 106.875% of the principal amount, plus accrued and unpaid interest, if any, to the redemption date, in an amount not greater than the net proceeds from one or more equity offerings, provided that at least 65% of the aggregate principal amount of the Senior Notes remains outstanding immediately after the occurrence of such redemption (excluding Senior Notes held by us and our subsidiaries) and redemption occurs within 180 days of the date of the closing of such equity offering. Prior to April 1, 2021, we may redeem all or a part of the Senior Notes at a redemption price equal to the sum of (i) the principal amount thereof, plus (ii) a make-whole premium at the redemption date, plus accrued and unpaid interest, if any, to the redemption date. On or after April 1, 2021, we may redeem all or a part of the Senior Notes at redemption prices (expressed as percentages of the principal amount) equal to 105.156% for the twelve-month period beginning on April 1, 2021, 103.438% for the twelve-month period beginning on April 1, 2022, 101.719% for the twelve-month period beginning on April 1, 2023 and 100.00% beginning on April 1, 2024 and at any time thereafter, plus accrued and unpaid interest, if any, to the applicable redemption date. If we experience a change of control followed by a ratings decline, unless we have previously exercised or concurrently exercise the right to redeem the Senior Notes (as described above), we may be required to offer to repurchase the Senior Notes at a purchase price equal to 101% of the principal amount repurchased, plus accrued and unpaid interest, if any, to the repurchase date.

There are no financial maintenance covenants associated with the Senior Notes.

In connection with issuing the Senior Notes, we incurred certain issuance costs in the amount of \$17.3 million which is amortized over the term of the Senior Notes using the effective interest method.

The Senior Notes are fully and unconditionally guaranteed (the “Guarantees”), jointly and severally, on a senior unsecured basis by all of our existing subsidiaries (other than Finance Corp), and will be fully and unconditionally guaranteed, jointly and severally, by each of our future restricted subsidiaries that either borrows under, or guarantees, our revolving credit facility or guarantees certain of our other indebtedness (collectively, the “Guarantors”). The Senior Notes and the Guarantees are general unsecured obligations and rank equally in right of payment with all of the Guarantors’ and our existing and future senior indebtedness and senior to the Guarantors’ and our future subordinated indebtedness, if any. The Senior Notes and the Guarantees are effectively subordinated in right of payment to all of the Guarantors and our existing and future secured debt, including debt under our revolving credit facility and guarantees thereof, to the extent of the value of the assets securing such debt, and are structurally subordinated to all indebtedness of any of our subsidiaries that do not guarantee the Senior Notes.

We have no assets or operations independent of our subsidiaries, and there are no significant restrictions upon our ability to obtain funds from our subsidiaries by dividend or loan. Each of the Guarantors is 100% owned by us. None of the assets of our subsidiaries represent restricted net assets pursuant to Rule 4-08(e)(3) of Regulation S-X under the Securities Act of 1933, as amended.

The Senior Notes were issued in a private placement on March 23, 2018, and the Partnership has agreed to register the Senior Notes with the SEC by March 23, 2019 or be subject to certain penalties.

### *Subsidiary Guarantors*

On April 20, 2017, the Partnership filed a Registration Statement on Form S-3 (the “Registration Statement”) with the SEC to register the issuance and sale of, among other securities, debt securities, which may be co-issued by Finance Corp (together with the Partnership, the “Issuers”) and fully and unconditionally guaranteed on a joint and several basis by the Partnership’s operating subsidiaries for the benefit of each Holder and the Trustee. Such guarantees will be subject to release, subject to certain limitations, as follows (i) upon the sale, exchange or transfer, by way of a merger or otherwise, to any Person that is not our Affiliate, of all of our direct or indirect limited partnership or other equity interest in such Subsidiary Guarantor; or (ii) upon delivery by an Issuer of a written notice to the Trustee of the release or discharge of all

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guarantees by such Subsidiary Guarantor of any Debt of the Issuers other than obligations arising under the indenture governing such debt and any debt securities issued under such indenture, except a discharge or release by or as a result of payment under such guarantees. Capitalized terms used but not defined in this paragraph are defined in the Form of Indenture filed as Exhibit 4.1 to the Registration Statement.

The USA Compression Predecessor did not hold any debt as of December 31, 2017.

**(11) Partners' Capital**

*Class B Units*

As of September 30, 2018, we had 6,397,965 Class B Units outstanding which represent limited partner interests in the Partnership, all of which were held by ETP. Each Class B Unit will automatically be converted into one common unit following the record date attributable to the quarter ending June 30, 2019. Each Class B Unit has all of the rights and obligations of a common unit except the right to participate in distributions made prior to conversion into common units.

*Common Units*

As of September 30, 2018, we had 89,966,676 common units outstanding. As of September 30, 2018, ETE held 20,466,912 common units, including 8,000,000 common units held by the General Partner and controlled by ETE, and ETP held 19,191,351 common units. Subsequent to the ETE Merger, ETP holds 39,658,263 common units, including 8,000,000 common units held by the General Partner and controlled by ETP.

USA Compression Holdings, which controlled our General Partner and its IDRs until April 2, 2018, sold all of its remaining common units during the three months ended September 30, 2018.

*Cash Distributions*

We have declared quarterly distributions per unit to limited partner unitholders of record, including holders of common and phantom units, and distributions paid to the General Partner, including distributions on the General Partner Interest and IDRs, as follows (in millions, except distributions per unit):

Payment Date	Distribution per Limited Partner Unit	Amount Paid to Common Unitholders	Amount Paid to General Partner	Amount Paid to Phantom Unitholders	Total Distribution
August 11, 2017	\$ 0.525	\$ 32.3	\$ 0.8	\$ 0.6	\$ 33.7
November 10, 2017	\$ 0.525	\$ 32.6	\$ 0.8	\$ 0.5	\$ 33.9
February 14, 2018	\$ 0.525	\$ 32.7	\$ 0.8	\$ 0.8	\$ 34.3
May 11, 2018	\$ 0.525	\$ 47.2	\$ —	\$ 0.4	\$ 47.6
August 10, 2018	\$ 0.525	\$ 47.2	\$ —	\$ 0.4	\$ 47.6

With the closing of the Transactions on April 2, 2018 and effective beginning with the May 11, 2018 distribution, the General Partner no longer receives distributions on the General Partner Interest or IDRs.

*Announced Quarterly Distribution*

On October 18, 2018, we announced a cash distribution of \$0.525 per unit on our common units. The distribution will be paid on November 9, 2018 to common unitholders of record as of the close of business on October 29, 2018.

*Distribution Reinvestment Plan*

During the nine months ended September 30, 2018, distributions of \$0.4 million were reinvested under the Distribution Reinvestment Plan ("DRIP") resulting in the issuance of 24,261 common units.

*Earnings Per Unit*

The computation of earnings per unit is based on the weighted average number of participating securities outstanding during the applicable period. Basic earnings per unit is determined by dividing net income (loss) allocated to participating

securities after deducting the amount distributed on Preferred Units, by the weighted average number of participating securities outstanding during the period. Net income (loss) is allocated to participating securities based on their respective shares of the distributed and undistributed earnings for the period. To the extent cash distributions exceed net income (loss) for the period, the excess distributions are allocated to all participating securities outstanding based on their respective ownership percentages. Diluted earnings per unit are computed using the treasury stock method, which considers the potential issuance of limited partner units associated with our long-term incentive plan and warrants. The classes of participating securities include common units, Class B Units, and certain equity-based compensation awards. Unvested phantom units and unexercised warrants are not included in basic earnings per unit, as they are not considered to be participating securities, but are included in the calculation of diluted earnings per unit to the extent that they are dilutive. For the three and nine months ended September 30, 2018, approximately 156,000 and 52,000 incremental unvested phantom units, respectively, and 0 and 31,000 incremental warrants were excluded from the calculation of diluted earnings per unit because the impact was anti-dilutive. Earnings per unit is not applicable to the USA Compression Predecessor as the USA Compression Predecessor had no outstanding common units prior to the Transactions.

## **(12) Preferred Units and Warrants**

### ***Series A Preferred Unit and Warrant Private Placement***

On April 2, 2018, we completed a private placement of \$500 million in the aggregate of (i) newly established Preferred Units and (ii) warrants to purchase common units (the “Warrants”) pursuant to a Series A Preferred Unit and Warrant Purchase Agreement dated January 15, 2018, with certain investment funds managed or advised by EIG Global Energy Partners (collectively, the “Preferred Unitholders”). We issued 500,000 Preferred Units with a face value of \$1,000 per Preferred Unit and issued two tranches of Warrants to the Preferred Unitholders, which included Warrants to purchase 5,000,000 common units with a strike price of \$17.03 per unit and 10,000,000 common units with a strike price of \$19.59 per unit. The Warrants may be exercised by the holders thereof at any time beginning April 2, 2019 and before April 2, 2028.

The Preferred Units rank senior to the common units with respect to distributions and rights upon liquidation. The Preferred Unitholders are entitled to receive cumulative quarterly distributions equal to \$24.375 per Preferred Unit and which may be paid in cash or, subject to certain limits, a combination of cash and additional Preferred Units as determined by the General Partner with respect to any quarter ending on or prior to June 30, 2019. For the three months ended June 30, 2018, the distribution was pro-rated for the period the Preferred Units were outstanding, which resulted in an initial distribution of \$24.107 per Preferred Unit which was paid on August 10, 2018. The distribution attributable to the quarter ended September 30, 2018 will be paid on November 9, 2018 to Preferred Unitholders of record as of the close of business on October 29, 2018.

The Preferred Units are convertible, at the option of the Preferred Unitholders, into common units as follows: one third on or after April 2, 2021, two thirds on or after April 2, 2022, and the remainder on or after April 2, 2023. On or after April 2, 2023, we have the option to redeem all or any portion of the Preferred Units then outstanding. On or after April 2, 2028, the Preferred Unitholders have the right to require us to redeem all or a portion of the Preferred Units then outstanding, the purchase price for which we may elect to pay up to 50% in common units, subject to certain additional limits.

We determined that pursuant to ASC Topic 480 and ASC Topic 815, the Preferred Units meet the requirement to be classified between liabilities and equity as “mezzanine equity” and the Warrants meet the requirement to be classified as equity. The Warrants were valued using the Black-Scholes-Merton model. The Preferred Units have been recorded at their issuance date fair value, net of issuance cost. Net income allocations increase the carrying value and declared distributions decrease the carrying value of the Preferred Units. As the Preferred Units are not currently redeemable and it is not probable that they will become redeemable, adjustment to the initial carrying amount is not necessary and would only be required if it becomes probable that the Preferred Units would become redeemable.

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The changes in the Preferred Units balance from December 31, 2017 through September 30, 2018 are summarized below (in thousands):

	<b>Preferred Units</b>
Balance at December 31, 2017	\$ —
Issuance of Preferred Units on April 2, 2018, net	465,121
Net income allocated for April 2, 2018 through September 30, 2018	24,242
Distributions received by Preferred Unitholders	(12,054)
Balance at September 30, 2018	<u>\$ 477,309</u>

**(13) Revenue Recognition**

Revenue is recognized when obligations under the terms of a contract with our customer are satisfied; generally this occurs with the transfer of our services or goods. Revenue is measured at the amount of consideration we expect to receive in exchange for providing services or transferring goods. Sales taxes incurred on behalf of, and passed through to, customers are excluded from revenue. Incidental items, if any, that are immaterial in the context of the contract are recognized as expense.

*Adoption of ASC Topic 606, "Revenue from Contracts with Customers"*

On January 1, 2018, we adopted ASC Topic 606 *Revenue from Contracts with Customers* ("ASC Topic 606") using the modified retrospective method applied to those contracts which were not completed as of January 1, 2018. Results for reporting periods beginning after January 1, 2018 are presented under ASC Topic 606, while prior period amounts are not adjusted and continue to be reported in accordance with our historic accounting under ASC Topic 605.

We identified no material impact on our historical revenues upon initial application of ASC Topic 606, and as such have not recognized any cumulative catch-up effect to the opening balance of our partners' capital as of January 1, 2018. Additionally, the application of ASC Topic 606 has no material impact on any current financial statement line items.

The following table disaggregates our revenue by type of service (in thousands):

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2018</b>	<b>2017 (1)</b>	<b>2018</b>	<b>2017 (1)</b>
Contract operations revenue	\$ 162,895	\$ 66,914	\$ 396,134	\$ 195,320
Retail parts and services revenue	4,763	—	10,884	—
Station installations revenue	1,289	4,175	5,357	8,412
Total revenues	<u>\$ 168,947</u>	<u>\$ 71,089</u>	<u>\$ 412,375</u>	<u>\$ 203,732</u>

(1) As noted above, prior period amounts have not been adjusted under the modified retrospective method of ASC Topic 606.

The following table disaggregates our revenue by timing of provision of services or transfer of goods (in thousands):

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2018</b>	<b>2017 (1)</b>	<b>2018</b>	<b>2017 (1)</b>
Services provided or goods transferred at a point in time	\$ 4,763	\$ —	\$ 10,884	\$ —
Services provided over time:				
Recurring term contracts:				
Primary term	84,620	32,672	199,027	101,060
Month-to-month	78,275	34,242	197,107	94,260
Non-recurring term contracts:				
Station installations	1,289	4,175	5,357	8,412
Total revenues	<u>\$ 168,947</u>	<u>\$ 71,089</u>	<u>\$ 412,375</u>	<u>\$ 203,732</u>

(1) As noted above, prior period amounts have not been adjusted under the modified retrospective method of ASC Topic 606.

*Contract operations revenue*

Revenue from contracted compression, station, gas treating and maintenance services is recognized ratably under our fixed-fee contracts over the term of the contract as services are provided to our customers. Initial contract terms typically range from six months to five years, however we usually continue to provide compression services at a specific location beyond the initial contract term, either through contract renewal or on a month-to-month or longer basis. We primarily enter into fixed-fee contracts whereby our customers are required to pay our monthly fee even during periods of limited or disrupted throughput. Services are generally billed monthly, one month in advance of the commencement of the service month, except for certain customers who are billed at the beginning of the service month, and payment is generally due 30 days after receipt of our invoice. Amounts invoiced in advance are recorded as deferred revenue until earned, at which time they are recognized as revenue. The amount of consideration we receive and revenue we recognize is based upon the fixed fee rate stated in each service contract.

Variable consideration exists in select contracts when billing rates vary based on actual equipment availability or volume of total installed horsepower.

Our contracts with customers may include multiple performance obligations. For such arrangements, we allocate revenues to each performance obligation based on its relative standalone service fee. We generally determine standalone service fees based on the service fees charged to customers or use expected cost plus margin.

The majority of our service performance obligations are satisfied over time as services are rendered at selected customer locations on a monthly basis and based upon specific performance criteria identified in the applicable contract. The monthly service for each location is substantially the same service month to month and is promised consecutively over the service contract term. We measure progress and performance of the service consistently using a straight-line, time-based method as each month passes, because our performance obligations are satisfied evenly over the contract term as the customer simultaneously receives and consumes the benefits provided by our service. If variable consideration exists, it is allocated to the distinct monthly service within the series to which such variable consideration relates. We have elected to apply the invoicing practical expedient to recognize revenue for such variable consideration, as the invoice corresponds directly to the value transferred to the customer based on our performance completed to date.

There are typically no material obligations for returns or refunds. Our standard contracts do not usually include material non-cash consideration.

*Retail parts and services revenue*

Retail parts and services revenue is earned primarily on freight and crane charges that are directly reimbursable by our customers and maintenance work on units at our customers' locations that are outside the scope of our core maintenance activities. Revenue from retail parts and services is recognized at the point in time the part is transferred or service is provided and control is transferred to the customer. At such time, the customer has the ability to direct the use of the benefits of such part or service after we have performed our services. We bill upon completion of the service or transfer of the parts, and payment is generally due 30 days after receipt of our invoice. The amount of consideration we receive and revenue we recognize is based upon the invoice amount. There are typically no material obligations for returns, refunds, or warranties. Our standard contracts do not usually include material variable or non-cash consideration.

*Station installations revenue*

Revenue from station installations is earned on stations we build on behalf of, and sell to, our customers and such revenue is recognized over time as services are provided. A station typically consists of compressor equipment combined with other equipment ancillary to compression, such as slug catchers, pipe racks, tanks, dehydration units, valves, and control rooms, which together assist in the treating, processing, pressurization and transportation of natural gas. Our performance enhances an asset that the customer controls and does not create an asset with alternative use to us. Revenue is recognized over time based on the progress-toward-completion method and progress is measured using the efforts-expended input method. In applying the efforts-expended input method, we use the percentage of total completed workflows to date relative to estimated total workflows to determine the amount of revenue and profit to recognize for each contract. The amount of consideration we receive and revenue we recognize varies in accordance with each contractual agreement we negotiate with our customers.

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The progress-toward-completion method of revenue recognition requires us to make estimates of contract revenues and costs to complete our projects. In making such estimates, management judgments are required to evaluate significant assumptions including the cost of materials and labor, expected labor productivity, the impact of potential variances in schedule completion, the amount of net contract revenues and the impact of any penalties, claims, change orders or performance incentives.

Our payment terms vary in accordance with each contractual agreement we negotiate with our customers. The term between invoicing and when payment is due is not significant. We retain the right to payment for performance completed to date at any point during the contract term. There are no material obligations for returns, refunds or warranties.

### *Contract assets and trade accounts receivable*

We record contract assets when we have completed performance under a contract but our right to consideration is not yet unconditional. We had no contract assets as of September 30, 2018 and the USA Compression Predecessor had no contract assets as of December 31, 2017. Trade accounts receivable are recorded when our right to consideration becomes unconditional and increased by \$36.2 million during the nine months ended September 30, 2018 as a result of the USA Compression Predecessor's acquisition of the Partnership for financial reporting purposes. There were no significant changes to our trade accounts receivable balances due to contract modifications or adjustments, or changes in time frame for a right to consideration to become unconditional during the period.

### *Deferred revenue*

We record deferred revenue when cash payments are received or due in advance of our performance. The increase in the deferred revenue balance for the nine months ended September 30, 2018 is primarily driven by cash payments received or due in advance of satisfying our performance obligations under a contract and the addition of \$31.0 million of deferred revenue from the USA Compression Predecessor's acquisition of the Partnership, offset by \$1.0 million of revenues recognized that were included in the deferred revenue balance of the USA Compression Predecessor as of December 31, 2017. There was no significant change to our deferred revenue balance as a result of changes in time frame for a performance obligation to be satisfied during the period.

### *Practical expedients and exemptions*

We have elected to apply the practical expedient in ASC 606-10-50-14 and as such do not disclose the value of unsatisfied performance obligations for (i) contracts with an original expected length of one year or less and (ii) contracts for which we recognize revenue at the amount to which we have the right to invoice for services performed.

### *Costs to fulfill a contract*

We sometimes incur non-reimbursable costs for loading, transporting and unloading equipment to and from our storage locations and customer locations. We defer and amortize these costs using the straight-line method over the life of the contract. We recognized \$0.1 million of costs to fulfill a contract within Prepaid expenses on the Unaudited Condensed Consolidated Balance Sheets as of September 30, 2018 and \$0.1 million in amortization expense of costs to fulfill a contract within Cost of operations, exclusive of depreciation and amortization on the Unaudited Condensed Consolidated Statements of Operations for both the three and nine months ended September 30, 2018. The USA Compression Predecessor had no costs to fulfill a contract as of December 31, 2017 and amortization expense was zero for the three and nine months ended September 30, 2017.



**(14) Transactions with Related Parties**

We provide compression services to entities affiliated with ETP, which as of September 30, 2018, owned 26.6% of our limited partner interests, including all of the Class B Units. During the three and nine months ended September 30, 2018, we recognized \$4.3 million and \$12.8 million, respectively, in revenue from such affiliated entities and we had \$1.8 million in receivables as of September 30, 2018 from such affiliated entities. Additionally, the Partnership had a \$44.9 million related party receivable from ETP as of September 30, 2018 related to indemnification for sales tax contingencies incurred by the USA Compression Predecessor. See Note 16 for more information related to such sales tax contingencies.

The USA Compression Predecessor also provided compression services to entities affiliated with ETP. During the three and nine months ended September 30, 2017, the USA Compression Predecessor recognized \$4.4 million and \$12.9 million, respectively, in revenue from such affiliated entities. As of December 31, 2017, the USA Compression Predecessor recognized \$45,000 in related party receivables from such affiliated entities and \$2.0 million in related party payables to such affiliated entities.

Accounts receivable and payable that related to revenues and expenses between the USA Compression Predecessor and ETP were reclassified to Predecessor parent company net investment as there was no expectation that those amounts would be settled in cash.

ETP provided certain benefits to the USA Compression Predecessor employees which did not continue following the Transactions Date. ETP provided medical, dental and other healthcare benefits to the USA Compression Predecessor employees. The total amount incurred by ETP for the benefit of the USA Compression Predecessor employees for the three and nine months ended September 30, 2018 and the three and nine months ended September 30, 2017 was \$0, \$1.9 million, \$3.8 million and \$5.5 million, respectively, which was allocated to the USA Compression Predecessor and recorded in operation and maintenance and general and administrative expenses, as appropriate. ETP also provided a matching contribution to the USA Compression Predecessor employees' 401(k) accounts. The total amount of matching contributions incurred for the benefit of the USA Compression Predecessor employees for the three and nine months ended September 30, 2018 and the three and nine months ended September 30, 2017 was \$0, \$0.9 million, \$1.6 million and \$2.3 million, respectively, which was allocated to the USA Compression Predecessor and recorded in operation and maintenance and general and administrative expenses, as appropriate. ETP also provided a 3% profit sharing contribution to the 401(k) accounts for all USA Compression Predecessor employees with base compensation below a specified threshold. The contribution was in addition to the 401(k) matching contribution and employees became vested in the profit sharing contribution based on years of service.

ETP allocated certain overhead costs associated with general and administrative services, including salaries and benefits, facilities, insurance, information services, human resources and other support departments to the USA Compression Predecessor which did not continue following the Transactions Date. Where costs incurred on the USA Compression Predecessor's behalf could not be determined by specific identification, the costs were primarily allocated to the USA Compression Predecessor based on an average percentage of fixed assets, net income (loss) and adjusted EBITDA. The USA Compression Predecessor believes these allocations were a reasonable reflection of the utilization of services provided. However, the allocations may not fully reflect the expenses that would have been incurred had the USA Compression Predecessor been a standalone company during the periods presented. During the three and nine months ended September 30, 2018, ETP allocated general and administrative expenses of \$0 million and \$1.8 million, respectively, to the USA Compression Predecessor. During the three and nine months ended September 30, 2017, ETP allocated general and administrative expenses of \$1.2 million and \$3.2 million, respectively, to the USA Compression Predecessor.

## **(15) Unit-Based Compensation**

### ***Phantom Units Accelerated Vesting***

On April 2, 2018 and in connection with the closing of the CDM Acquisition, and pursuant to the change in control provisions of our outstanding phantom unit awards, all of the performance-based phantom units granted during 2018, 2017 and 2016 and outstanding as of April 2, 2018, vested immediately upon the change in control event at 100% of the target level. In addition, all outstanding time-based phantom units held by our CEO vested immediately upon the change in control event. As such, 563,544 outstanding phantom units vested resulting in \$6.8 million of compensation expense recognized during the nine months ended September 30, 2018. During the three and nine months ended September 30, 2018, the Partnership granted 23,600 and 314,095 phantom units to employees. Unit-based compensation expense was \$1.9 million and \$10.9 million for the three and nine months ended September 30, 2018, respectively.

All employees with phantom units have a portion of their award settled in cash and a portion settled in common units upon vesting. The amount that can be settled in cash is in excess of the employee's minimum statutory tax-withholding rate. ASC Topic 718 *Compensation-Stock Compensation*, requires the entire amount of an award with such features to be accounted for as a liability. Under the liability method of accounting for unit-based compensation, we re-measure the fair value of the award at each financial statement date until the award vests or is cancelled.

ETP had long-term incentive plans for the USA Compression Predecessor's employees, officers and directors, which provided for various types of awards, including options to purchase ETP common units, restricted units, phantom units, distribution equivalent rights ("DERs"), ETP common unit appreciation rights and other unit-based awards. ETP had granted restricted unit awards to the USA Compression Predecessor's employees that vested over a specified time period, typically five years, with vesting based on continued employment as of each applicable vesting date. Upon vesting, ETP common units were issued. These restricted unit awards also entitled the recipients of the unit awards to receive, with respect to each ETP common unit subject to such award that had not vested or been forfeited, a corresponding DER entitling the recipient to a cash payment equal to the cash distribution per ETP common unit paid by ETP to its unitholders promptly following each such distribution. All unit-based compensation awards were treated as equity within the USA Compression Predecessor financial statements.

Employees of the USA Compression Predecessor were granted awards under these long-term incentive plans, and therefore the USA Compression Predecessor recognized unit-based compensation expense of \$1.0 million and \$3.2 million recorded in general and administrative expense in the statements of operations of the USA Compression Predecessor for the three and nine months ended September 30, 2017, respectively. On April 2, 2018 and in connection with the closing of the CDM Acquisition, and pursuant to the change in control provisions of the USA Compression Predecessor's outstanding phantom unit awards, all of the USA Compression Predecessor's outstanding phantom unit awards were forfeited.

## **(16) Commitments and Contingencies**

### ***(a) Major Customers***

Neither we nor the USA Compression Predecessor had revenue from any single customer representing 10% or more of total revenue for the three and nine months ended September 30, 2018 or 2017.

### ***(b) Litigation***

From time to time, we and our subsidiaries may be involved in various claims and litigation arising in the ordinary course of business. In management's opinion, the resolution of such matters is not expected to have a material adverse effect on our consolidated financial position, results of operations or cash flows.

### ***(c) Equipment Purchase Commitments***

Our future capital commitments are comprised of binding commitments under purchase orders for new compression units and serialized parts ordered but not received. Those commitments as of September 30, 2018 were \$126.4 million, the majority of which are expected to be settled throughout 2018 and 2019.

**(d) Sales Tax Contingency**

The Office of the Texas Comptroller of Public Accounts (“Comptroller”) has claimed that specific operational processes, which we and others in our industry regularly conduct, result in transactions that are subject to state sales taxes. We and other companies in our industry have disputed these claims based on existing tax statutes which provide for manufacturing exemptions on the transactions in question. The manufacturing exemptions are based on the fact that our natural gas compression equipment is used in the process of treating natural gas for ultimate use and sale.

The USA Compression Predecessor has several open audits with the Comptroller for certain periods prior to the Transactions Date wherein the Comptroller has challenged the applicability of the manufacturing exemption. Any liability for the periods prior to the Transactions Date will be covered by an indemnity between us and ETP. As of September 30, 2018, we have recorded a \$44.9 million accrued liability and \$44.9 million related party receivable from ETP.

During the three months ended September 30, 2018, we entered into a compromise and settlement agreement with the Comptroller for the audit of the Partnership for the period from January 2009 to August 2012 for a \$0.2 million refund to the Partnership.

For more information, please see Note 13 to the consolidated financial statements included in our 2017 Annual Report.

**(17) Recent Accounting Pronouncements**

In February 2016, the FASB issued ASC Topic 842 *Leases* (“ASC Topic 842”). ASC Topic 842 is a new leasing standard that increases transparency and comparability among organizations by, among other things, requiring lessees to recognize most lease assets and lease liabilities on the balance sheet and requiring both lessees and lessors to disclose expanded qualitative and quantitative information about leasing arrangements. ASC Topic 842 becomes effective for public business entities for annual and interim periods in fiscal years beginning after December 15, 2018. Early adoption of this standard is permitted. In March 2018, the FASB approved amendments to ASC Topic 842 which allow the additional transition method of using the effective date as the date of initial application, as compared to the beginning of the earliest period presented, and recognize a cumulative-effect adjustment to the beginning balance of retained earnings as of the effective date. We will adopt this new standard on January 1, 2019 and plan to use the current period adjustment method. We are finalizing our analysis to determine the financial impact of adopting this standard on our consolidated financial statements and related disclosures. We are implementing processes and information technology tools to assist in our ongoing lease data collection and analysis, and updating our accounting policies and internal controls that would be impacted by the new guidance, to ensure readiness for adoption in the first quarter of 2019.

In August 2018, the FASB issued Accounting Standards Update (“ASU”) 2018-13, Fair Value Measurement (“ASC Topic 820”): Disclosure Framework—Changes to the Disclosure Requirements for Fair Value Measurement. The amendments to ASC Topic 820 eliminate, add and modify certain disclosure requirements for fair value measurements as part of the FASB’s disclosure framework project. The amendments in this update are effective for interim and annual periods beginning on January 1, 2020, with early adoption permitted. We are currently evaluating the impact, if any, of the amendments to ASC Topic 820 on our consolidated financial statements.

In August 2018, the FASB issued ASU 2018-15, Intangibles-Goodwill and Other-Internal-Use Software (“ASC Subtopic 350-40”): Customer’s Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract. The amendments to ASC Subtopic 350-40 align the requirements for capitalizing implementation costs incurred in a hosting arrangement that is a service contract with the requirements for capitalizing implementation costs incurred to develop or obtain internal-use software (and hosting arrangements that include an internal-use software license). The accounting for the service element of a hosting arrangement that is a service contract is not affected by the amendments to ASC Subtopic 350-40. The amendments in this update are effective for interim and annual periods beginning on January 1, 2020, with early adoption permitted. The amendments in this update should be applied either retrospectively or prospectively to all implementation costs incurred after the date of adoption. We are currently evaluating the impact, if any, of the amendments to ASC Subtopic 350-40 on our consolidated financial statements.

**(18) Subsequent Events**

***Amendment to the USA Compression Partners, LP 2013 Long-Term Incentive Plan***

On November 1, 2018 and effective the same day, the Board of Directors of the General Partner (the “Board”) approved and adopted an amendment to the USA Compression Partners, LP 2013 Long-Term Incentive Plan (“LTIP”) which, among other things, increases the number of common units of the Partnership available to be awarded under the LTIP by 8,590,000 common units (which brings the total number of common units available to be awarded under the LTIP to 10,000,000 common units) and extends the term of the LTIP until November 1, 2028.

***Retention Phantom Unit Agreements***

Also on November 1, 2018, the Partnership entered into Retention Phantom Unit Agreements (“Agreements”) under the LTIP with certain executive officers of our General Partner. An aggregate of 170,000 phantom units (including the corresponding DERs) were granted under these Agreements. The phantom units and corresponding DERs awarded are subject to restrictions on transferability, customary forfeiture provisions and certain retention provisions, that will vest incrementally, with 60% of the phantom units vesting on December 5, 2021 and 40% of the phantom units vesting on December 5, 2023.

## ITEM 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

### DISCLOSURE REGARDING FORWARD-LOOKING STATEMENTS

*Following the transactions described in further detail below, CDM Resource Management LLC and CDM Environmental & Technical Services LLC, which together represent the CDM Compression Business (the "USA Compression Predecessor"), has been determined to be the historical predecessor of USA Compression Partners, LP (the "Partnership") for financial reporting purposes. The USA Compression Predecessor is considered the predecessor of the Partnership because Energy Transfer Equity, L.P. ("ETE"), through its wholly owned subsidiary Energy Transfer Partners, L.L.C., obtained control of the Partnership through its acquisition of USA Compression GP, LLC, the general partner of the Partnership (the "General Partner").*

*The closing of the Transactions occurred on April 2, 2018 (the "Transactions Date") and has been reflected in the consolidated financial statements of the Partnership.*

*In October 2018, ETE and Energy Transfer Partners, L.P. ("ETP") completed the merger of ETP with a wholly owned subsidiary of ETE in a unit-for-unit exchange (the "ETE Merger"). Following the closing of the ETE Merger, ETE changed its name to "Energy Transfer LP" and ETP changed its name to "Energy Transfer Operating, L.P." Upon the closing of the ETE Merger, ETE contributed to ETP 100% of the limited liability company interests in our General Partner. References herein to "ETP" refer to Energy Transfer Partners, L.P. for periods prior to the ETE Merger and Energy Transfer Operating, L.P. following the ETE Merger, and references to "ETE" refer to Energy Transfer Equity, L.P. for periods prior to the ETE Merger and Energy Transfer LP following the ETE Merger.*

*You should read this discussion and analysis of financial condition and results of operations in conjunction with the historical financial statements and accompanying notes included elsewhere in this report. All references in this section to the USA Compression Predecessor, as well as the terms "our," "we," "us" and "its" refer to the USA Compression Predecessor when used in an historical context or in reference to the periods prior to the Transactions Date, unless the context otherwise requires or where otherwise indicated. All references in this section to the Partnership, as well as the terms "our," "we," "us" and "its" refer to USA Compression Partners, LP, together with its consolidated subsidiaries, including the USA Compression Predecessor, when used in the present or future tense and for periods subsequent to the Transactions Date, unless the context otherwise requires or where otherwise indicated.*

This report contains "forward-looking statements." All statements other than statements of historical fact contained in this report are forward-looking statements, including, without limitation, statements regarding our plans, strategies, prospects and expectations concerning our business, results of operations and financial condition. You can identify many of these statements by looking for words such as "believe," "expect," "intend," "project," "anticipate," "estimate," "continue" "if," "project," "outlook," "will," "could," "should," or similar words or the negatives thereof.

Known material factors that could cause our actual results to differ from those in these forward-looking statements are described in Part II, Item 1A ("Risk Factors") and elsewhere in this report. Important factors that could cause our actual results to differ materially from the expectations reflected in these forward-looking statements include, among other things:

- changes in general economic conditions and changes in economic conditions of the crude oil and natural gas industries specifically;
- competitive conditions in our industry;
- changes in the long-term supply of and demand for crude oil and natural gas;
- our ability to realize the anticipated benefits of acquisitions and to integrate the acquired assets with our existing fleet, including the CDM Acquisition (as described in Note 1 to our unaudited condensed consolidated financial statements under Part I, Item 1 of this report);
- actions taken by our customers, competitors and third-party operators;
- the deterioration of the financial condition of our customers;

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- changes in the availability and cost of capital;
- operating hazards, natural disasters, weather-related delays, casualty losses and other matters beyond our control;
- the effects of existing and future laws and governmental regulations; and
- the effects of future litigation.

All forward-looking statements included in this report are based on information available to us on the date of this report and speak only as of the date of this report. Except as required by law, we undertake no obligation to publicly update or revise any forward-looking statement, whether as a result of new information, future events or otherwise. All subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf are expressly qualified in their entirety by the foregoing cautionary statements.

### **Overview**

We provide compression services in a number of shale plays throughout the U.S., including the Utica, Marcellus, Permian Basin, Delaware Basin, Eagle Ford, Mississippi Lime, Granite Wash, Woodford, Barnett, Haynesville, Niobrara and Fayetteville shales. Demand for our services is driven by the domestic production of natural gas and crude oil; as such, we have focused our activities in areas of attractive natural gas and crude oil production growth, which are generally found in these shale and unconventional resource plays. According to studies promulgated by the Energy Information Agency, the production and transportation volumes in these shale plays are expected to increase over the long term due to the comparably attractive economic returns versus returns achieved in many conventional basins. Furthermore, the changes in production volumes and pressures of shale plays over time require a wider range of compression services than in conventional basins. We believe we are well-positioned to meet these changing operating conditions due to the flexibility of our compression units. While our business focuses largely on compression services serving infrastructure installations, including centralized natural gas gathering systems and processing facilities, which utilize large horsepower compression units, typically in shale plays, we also provide compression services in more mature conventional basins, including gas lift applications on crude oil wells targeted by horizontal drilling techniques. Gas lift, a process by which natural gas is injected into the production tubing of an existing producing well to reduce the hydrostatic pressure and allow the oil to flow at a higher rate, and other artificial lift technologies are critical to the enhancement of oil production from horizontal wells operating in tight shale plays.

On the Transactions Date, we closed the previously announced transactions with the Energy Transfer family, including, among other things, our purchase of the USA Compression Predecessor and ETE's purchase of 100% of the limited liability company interests in our General Partner.

### ***Factors Affecting the Comparability of our Operating Results***

As described above, the USA Compression Predecessor has been deemed to be the accounting acquirer of the Partnership in accordance with applicable business combination accounting guidance, and, as a result, the historical financial statements reflect the balance sheet and results of operations of the USA Compression Predecessor for periods prior to the Transactions Date. Therefore, the Partnership's future results of operations may not be comparable to the USA Compression Predecessor's historical results of operations for the reasons described below.

The revenues generated by the Partnership will consist of the revenues from compression services as well as related ancillary revenues, including those generated by the USA Compression Predecessor, subsequent to the Transactions Date. The historical revenues included within the Partnership's financial statements relating to periods prior to the Transactions Date will only be comprised of those of the USA Compression Predecessor.

Additionally, selling, general and administrative expenses will not be comparable to the selling, general and administrative expenses previously allocated to the USA Compression Predecessor from ETP. The Partnership's selling, general and administrative expenses will also not be comparable to the historical USA Compression Predecessor's selling, general and administrative expenses because the Partnership's selling, general and administrative expenses will include the expenses associated with being a publicly traded master limited partnership whereas the USA Compression Predecessor was operated as a component of a larger company.

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In connection with the Transactions, the Partnership issued 6.875% Senior Notes due 2026 (the “Senior Notes”) and entered into the Sixth Amended and Restated Credit Agreement (the “Sixth A&R Credit Agreement”). The USA Compression Predecessor held no long-term debt and had no outstanding publicly traded equity securities. As a result, the Partnership’s long-term debt and related charges will not be comparable to the USA Compression Predecessor’s historical long-term debt and related charges. We expect ongoing sources of liquidity to include cash generated from operating activities, borrowings under our Sixth A&R Credit Agreement, and additional issuances of debt and equity securities.

During the three and nine months ended September 30, 2018, we recorded \$1.3 million and \$4.1 million, respectively, in transactions expenses, and during the nine months ended September 30, 2018 we recorded \$1.4 million in severance expenses and \$6.8 million in unit-based compensation expense, all of which are considered one-time non-recurring expenditures as a result of the CDM Acquisition.

**Operating Highlights**

The following table summarizes certain horsepower and horsepower utilization percentages for the periods presented and excludes certain gas treating assets for which horsepower is not a relevant metric.

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Fleet horsepower (at period end) (1)	3,613,647	1,721,196	3,613,647	1,721,196
Total available horsepower (at period end) (2)	3,682,922	1,767,553	3,682,922	1,767,553
Revenue generating horsepower (at period end) (3)	3,217,923	1,317,749	3,217,923	1,317,749
Average revenue generating horsepower (4)	3,212,183	1,298,602	2,588,638	1,268,503
Average revenue per revenue generating horsepower per month (5)	\$ 16.17	\$ 15.83	\$ 15.98	\$ 15.80
Revenue generating compression units (at period end)	4,756	1,940	4,756	1,940
Average horsepower per revenue generating compression unit (6)	674	676	670	683
Horsepower utilization (7):				
At period end	93.2 %	83.9 %	93.2 %	83.9 %
Average for the period (8)	92.8 %	82.9 %	90.6 %	80.9 %

- (1) Fleet horsepower is horsepower for compression units that have been delivered to us (and excludes units on order). As of September 30, 2018, we had approximately 158,000 horsepower on order, of which approximately 38,000 horsepower is expected for delivery during the remainder of 2018.
- (2) Total available horsepower is the sum of (i) revenue generating horsepower under contract for which we are billing a customer, (ii) horsepower in our fleet that is under contract but is not yet generating revenue, (iii) horsepower not yet in our fleet that is under contract but not yet generating revenue and that is subject to a purchase order, and (iv) idle horsepower. Total available horsepower excludes new horsepower on order for which we do not yet have a compression services contract.
- (3) Revenue generating horsepower is horsepower under contract for which we are billing a customer.
- (4) Calculated as the average of the month-end revenue generating horsepower for each of the months in the period.
- (5) Calculated as the average of the result of dividing the contractual monthly rate for all units at the end of each month in the period by the sum of the revenue generating horsepower at the end of each month in the period.
- (6) Calculated as the average of the month-end revenue generating horsepower per revenue generating compression unit for each of the months in the period.
- (7) Horsepower utilization is calculated as (i) the sum of (a) revenue generating horsepower, (b) horsepower in our fleet that is under contract but is not yet generating revenue, and (c) horsepower not yet in our fleet that is under contract, not yet generating revenue and is subject to a purchase order, divided by (ii) total available horsepower less idle horsepower that is under repair. Horsepower utilization based on revenue generating horsepower and fleet horsepower as of September 30, 2018 and September 30, 2017 was 89.0% and 76.6%, respectively.
- (8) Calculated as the average utilization for the months in the period based on utilization at the end of each month in the period. Average horsepower utilization based on revenue generating horsepower and fleet horsepower for the three months ended September 30, 2018 and September 30, 2017 was 89.7% and 76.1%, respectively. Average horsepower utilization based on

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revenue generating horsepower and fleet horsepower for the nine months ended September 30, 2018 and 2017 was 86.4% and 76.0%, respectively.

The 109.9% increase in fleet horsepower as of September 30, 2018 over the fleet horsepower as of September 30, 2017 was attributable to the horsepower acquired from the Partnership's historical assets as well as compression units added to our fleet to meet incremental demand by new and current customers for our compression services. The 147.4% and 104.1% increase in average revenue generating horsepower during the three and nine months ended September 30, 2018 over the three and nine months ended September 30, 2017, respectively, was primarily due to the addition of the Partnership's historical assets in addition to organic growth in our large horsepower fleet. Average revenue per revenue generating horsepower per month for the three and nine months ended September 30, 2018 increased 2.1% and 1.1%, respectively, compared to the three and nine months ended September 30, 2017, primarily due to contracts on new compression units as well as selective price increases on the existing fleet.

The 9.9% and 9.7% increase in average horsepower utilization for the three and nine months ended September 30, 2018 over the three and nine months ended September 30, 2017, respectively, is primarily attributable to the higher utilization of the Partnership's historical fleet that was added to the USA Compression Predecessor's fleet during the nine months ended September 30, 2018, and resulted in a decrease in total idle horsepower as a percentage of total available horsepower during the three and nine months ended September 30, 2018.

The 13.6% and 10.4% increase in average horsepower utilization based on revenue generating horsepower and fleet horsepower during the three and nine months ended September 30, 2018 over the three and nine months ended September 30, 2017, respectively, is primarily attributable to the higher utilization of the Partnership's fleet that was added to the USA Compression Predecessor's fleet during the nine months ended September 30, 2018, and resulted in an increase in total active horsepower as a percentage of total fleet horsepower during the three and nine months ended September 30, 2018.



**Financial Results of Operations**

*Three months ended September 30, 2018 compared to the three months ended September 30, 2017*

The following table summarizes our results of operations for the periods presented (dollars in thousands):

	<b>Three Months Ended September 30,</b>		<b>Percent Change</b>
	<b>2018</b>	<b>2017</b>	
<b>Revenues:</b>			
Contract operations	\$ 158,664	\$ 62,645	153.3 %
Parts and service	6,012	4,061	48.0 %
Related party	4,271	4,383	(2.6)%
Total revenues	168,947	71,089	137.7 %
<b>Costs and expenses:</b>			
Cost of operations, exclusive of depreciation and amortization	64,309	31,667	103.1 %
Gross operating margin	104,638	39,422	165.4 %
<b>Other operating and administrative costs and expenses:</b>			
Selling, general and administrative	17,753	6,766	162.4 %
Depreciation and amortization	59,403	42,535	39.7 %
Loss on disposition of assets	1,250	521	139.9 %
Impairment of compression equipment	2,292	—	*
Total other operating and administrative costs and expenses	80,698	49,822	62.0 %
Operating income (loss)	23,940	(10,400)	330.2 %
<b>Other income (expense):</b>			
Interest expense, net	(25,443)	—	*
Other	22	(51)	143.1 %
Total other expense	(25,421)	(51)	*
Net loss before income tax expense (benefit)	(1,481)	(10,451)	85.8 %
Income tax expense (benefit)	(918)	1,904	(148.2)%
Net loss	\$ (563)	\$ (12,355)	95.4 %

\*Not meaningful

*Contract operations revenue.* During the three months ended September 30, 2018, we increased our operational capability and expanded our geographic footprint as a result of the addition of the Partnership's historical assets and experienced a year-to-year increase in demand for our compression services driven by increased operating activity in the oil and gas industry, resulting in a \$96.0 million increase in our contract operations revenue. The Partnership's historical assets accounted for \$83.6 million of contract operations revenue for the three months ended September 30, 2018. Average revenue generating horsepower increased 147.4% during the three months ended September 30, 2018 over the three months ended September 30, 2017 and average revenue per revenue generating horsepower per month increased 2.1% from \$15.83 for the three months ended September 30, 2017 to \$16.17 for the three months ended September 30, 2018.

*Parts and service revenue.* The \$2.0 million increase in parts and service revenue was primarily attributable to a \$4.8 million increase in parts and service revenue earned on maintenance work performed on units at our customers' locations that are outside the scope of our core maintenance activities, and offered as a courtesy to our customers, and freight and crane charges that are directly reimbursable by customers. The increase is due to the addition of the Partnership's historical assets and such increase is offset by a \$2.9 million decrease in revenue associated with installation services. Demand for retail parts and services fluctuates from period to period based on the varying needs of our customers.

*Related party revenue.* Related party revenue was materially consistent between periods. The related parties of the USA Compression Predecessor remain related parties of the Partnership because the USA Compression Predecessor's ultimate parent company obtained control of the Partnership through its control of the General Partner.

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*Cost of operations, exclusive of depreciation and amortization.* The \$32.6 million increase in cost of operations was driven by (1) a \$10.6 million increase in direct expenses, such as parts, fluids and freight expenses, (2) a \$7.7 million increase in direct labor expenses, (3) a \$4.4 million increase in retail parts and service expenses, which have a corresponding increase in parts and service revenue, (4) a \$3.8 million increase in outside maintenance expenses and (5) a \$3.6 million increase in property and other taxes. The increase in direct parts, fluids, labor and property taxes is primarily driven by the increase in average revenue generating horsepower during the current period as a result of the addition of the Partnership's historical assets. The increase in outside maintenance expenses was due to greater use of third-party labor during the current period. We do not expect to incur significant amounts of outside maintenance expense in future periods.

*Gross operating margin.* The \$65.2 million increase in gross operating margin was primarily due to an increase in revenues, partially offset by an increase in cost of operations, exclusive of depreciation and amortization, during the three months ended September 30, 2018 due to the addition of the Partnership's historical assets.

*Selling, general and administrative expense.* The \$11.0 million increase in selling, general and administrative expense for the three months ended September 30, 2018 was primarily attributable to (1) a \$6.8 million increase in payroll and benefits expenses, (2) a \$2.0 million increase in professional fees expenses, (3) \$1.3 million of non-recurring transaction expenses, along with (4) a \$0.9 million increase in unit-based compensation expense. Unit-based compensation expense increased primarily due to the difference in the number of outstanding unvested phantom units of the USA Compression Predecessor as of September 30, 2017 compared to the Partnership as of September 30, 2018. Payroll and benefits expenses and professional fees increased due to the addition of the Partnership's historical assets to the USA Compression Predecessor's operations. Transaction expenses included advisory, legal and accounting fees.

*Depreciation and amortization expense.* The \$16.9 million increase in depreciation and amortization expense was primarily a result of \$22.1 million in depreciation and amortization expense attributable to the addition of the Partnership's historical assets, which were adjusted to fair value in connection with the Transactions, offset by a \$11.3 million decrease in depreciation expense to conform the useful lives used by the USA Compression Predecessor to those used by the Partnership. The remaining change in depreciation and amortization expense was primarily related to an increase in the USA Compression Predecessor's gross property and equipment balances during the three months ended September 30, 2018 compared to gross balances during the three months ended September 30, 2017.

*Interest expense, net.* The \$25.4 million increase in interest expense, net was primarily attributable to interest expense incurred on \$725.0 million of Senior Notes and on outstanding borrowings on our revolving credit facility for which there were no comparable borrowings by the USA Compression Predecessor in the prior period. The interest rate on our revolving credit facility was 4.68% at September 30, 2018, and the weighted-average interest rate was 4.65% for the three months ended September 30, 2018. Average outstanding borrowings under our revolving credit facility was \$972.3 million for the three months ended September 30, 2018.

*Nine months ended September 30, 2018 compared to the nine months ended September 30, 2017*

The following table summarizes our results of operations for the periods presented (dollars in thousands):

	<b>Nine Months Ended September 30,</b>		<b>Percent Change</b>
	<b>2018</b>	<b>2017</b>	
<b>Revenues:</b>			
Contract operations	\$ 383,732	\$ 182,737	110.0 %
Parts and service	15,836	8,070	96.2 %
Related party	12,807	12,925	(0.9)%
Total revenues	412,375	203,732	102.4 %
<b>Costs and expenses:</b>			
Cost of operations, exclusive of depreciation and amortization	159,177	90,556	75.8 %
Gross operating margin	253,198	113,176	123.7 %
<b>Other operating and administrative costs and expenses:</b>			
Selling, general and administrative	52,891	18,885	180.1 %
Depreciation and amortization	156,943	122,914	27.7 %
Loss (gain) on disposition of assets	12,328	(155)	*
Impairment of compression equipment	2,292	—	*
Total other operating and administrative costs and expenses	224,454	141,644	58.5 %
Operating income (loss)	28,744	(28,468)	201.0 %
<b>Other income (expense):</b>			
Interest expense, net	(51,125)	—	*
Other	21	(96)	(121.9)%
Total other expense	(51,104)	(96)	*
Net loss before income tax expense (benefit)	(22,360)	(28,564)	(21.7)%
Income tax expense (benefit)	(1,624)	3,954	(141.1)%
Net loss	\$ (20,736)	\$ (32,518)	(36.2)%

\*Not meaningful

*Contract operations revenue.* During the nine months ended September 30, 2018, we increased our operational capability and expanded our geographic footprint as a result of the addition of the Partnership's historical assets and we experienced a year-to-year increase in demand for our compression services driven by increased operating activity in the oil and gas industry, resulting in a \$201.0 million increase in our contract operations revenue. The Partnership's historical assets accounted for \$164.5 million of contract operations revenue for the nine months ended September 30, 2018. Average revenue generating horsepower increased 104.1% during the nine months ended September 30, 2018 over the nine months ended September 30, 2017 and average revenue per revenue generating horsepower per month increased 1.1%, from \$15.80 for the nine months ended September 30, 2017 to \$15.98 for the nine months ended September 30, 2018.

*Parts and service revenue.* The \$7.8 million increase in parts and service revenue was primarily attributable to an \$11.1 million increase in parts and service revenue earned on maintenance work performed on units at our customers' locations that are outside the scope of our core maintenance activities, and offered as a courtesy to our customers, and freight and crane charges that are directly reimbursable by customers. The increase is due to the addition of the Partnership's historical assets and such increase is offset by a \$3.1 million decrease in revenue associated with installation services. Demand for retail parts and services fluctuates from period to period based on the varying needs of our customers.

*Related party revenue.* Related party revenue was materially consistent between periods. The related parties of the USA Compression Predecessor remain related parties of the Partnership because the USA Compression Predecessor's ultimate parent company obtained control of the Partnership through its control of the General Partner.

*Cost of operations, exclusive of depreciation and amortization.* The \$68.6 million increase in cost of operations was driven by (1) a \$21.1 million increase in direct expenses, such as parts, fluids and freight expenses, (2) a \$16.0 million increase in direct labor expenses, (3) a \$10.2 million increase in property and other taxes, (4) a \$9.7 million increase in retail parts and service expenses, which have a corresponding increase in parts and service revenue, and (5) a \$5.1 million increase in outside maintenance expenses. The increase in direct parts, fluids, labor and property taxes is primarily driven by the increase in average revenue generating horsepower during the current period as a result of the addition of the Partnership's historical assets. The increase in outside maintenance expenses was due to greater use of third-party labor during the current period. We do not expect to incur significant amounts of outside maintenance expense in future periods.

*Gross operating margin.* The \$140.0 million increase in gross operating margin was primarily due to an increase in revenues, partially offset by an increase in cost of operations, exclusive of depreciation and amortization, during the nine months ended September 30, 2018 due to the addition of the Partnership's historical assets.

*Selling, general and administrative expense.* The \$34.0 million increase in selling, general and administrative expense for the nine months ended September 30, 2018 was primarily attributable to (1) a \$13.6 million increase in payroll and benefits expenses, (2) a \$7.7 million increase in unit-based compensation expense, (3) \$4.1 million of non-recurring transaction expenses, (4) a \$3.5 million increase in professional fees expenses, (5) a \$2.5 million increase in bad debt expense and (6) \$1.4 million of severance charges incurred during the current period, all related to the Transactions. Unit-based compensation expense increased primarily due to the accelerated vesting of certain outstanding phantom units as a result of the change in control associated with the Transactions along with the difference in the number of outstanding unvested phantom units of the USA Compression Predecessor as of September 30, 2017 compared to the Partnership as of September 30, 2018. Payroll and benefits expenses and professional fees increased due to the addition of the Partnership's historical assets to the USA Compression Predecessor's operations. Transaction expenses included advisory, legal and accounting fees. Bad debt expense was reduced by \$1.8 million during the nine months ended September 30, 2017 primarily due to collections on accounts previously expensed.

*Depreciation and amortization expense.* The \$34.0 million increase in depreciation and amortization expense was primarily a result of \$44.2 million in depreciation and amortization expense attributable to the addition of the Partnership's historical assets, which were adjusted to fair value in connection with the Transactions, offset by a \$22.5 million decrease in depreciation expense to conform the useful lives used by the USA Compression Predecessor to those used by the Partnership. The remaining change in depreciation and amortization expense was primarily related to an increase in the USA Compression Predecessor's gross property and equipment balances during the nine months ended September 30, 2018 compared to gross balances during the nine months ended September 30, 2017.

*Loss (gain) on disposition of assets.* The \$12.3 million loss on disposition of assets during the nine months ended September 30, 2018 was primarily attributable to disposals of various property and equipment by the USA Compression Predecessor prior to the Transactions Date.

*Interest expense, net.* The \$51.1 million increase in interest expense, net was primarily attributable to interest expense incurred on \$725.0 million of Senior Notes and outstanding borrowings on our revolving credit facility for which there were no comparable borrowings by the USA Compression Predecessor in the prior period. The interest rate on our revolving credit facility was 4.68% at September 30, 2018, and the weighted-average interest rate was 4.60% for the period from the Transactions Date to September 30, 2018. Average outstanding borrowings under our revolving credit facility was \$955.6 million for the period from the Transactions Date to September 30, 2018.

**Other Financial Data**

The following table summarizes other financial data for the periods presented (dollars in thousands):

Other Financial Data: (1)	Three Months Ended September 30,		Percent Change	Nine Months Ended September 30,		Percent Change
	2018	2017 (3)		2018	2017 (3)	
Gross operating margin	\$ 104,638	\$ 39,422	165.4 %	\$ 253,198	\$ 113,176	123.7 %
Gross operating margin percentage (2)	61.9 %	55.5 %	11.5 %	61.4 %	55.6 %	10.4 %
Adjusted EBITDA	\$ 90,132	\$ 33,571	168.5 %	\$ 217,219	\$ 97,390	123.0 %
Adjusted EBITDA percentage (2)	53.3 %	47.2 %	12.9 %	52.7 %	47.8 %	10.3 %
DCF	\$ 47,478	\$ 29,158	62.8 %	\$ 121,336	\$ 83,362	45.6 %
DCF Coverage Ratio	1.01 x			1.28 x		
Cash Coverage Ratio	1.01 x			1.29 x		

(1) Gross operating margin, Adjusted EBITDA, Distributable Cash Flow (“DCF”), DCF Coverage Ratio and Cash Coverage Ratio are all non-GAAP financial measures. Definitions of each measure, as well as reconciliations of each measure to its most directly comparable financial measure(s) calculated and presented in accordance with GAAP, can be found below under the caption “—Non-GAAP Financial Measures.”

(2) Gross operating margin percentage and Adjusted EBITDA percentage are calculated as a percentage of revenue.

(3) Amounts attributed to the USA Compression Predecessor are calculated using the same definitions used by the Partnership. DCF Coverage Ratio and Cash Coverage Ratio are not applicable to the USA Compression Predecessor as the USA Compression Predecessor had no outstanding common units for each period.

*Adjusted EBITDA.* Adjusted EBITDA during the three months ended September 30, 2018 increased \$56.6 million, or 168.5%, over the three months ended September 30, 2017, driven by the addition of the Partnership’s historical assets which was the primary cause of a \$65.2 million increase in gross operating margin and offset by a \$9.0 million increase in selling, general and administrative expenses, excluding transaction expenses, unit-based compensation expense and other non-recurring charges, during the three months ended September 30, 2018.

Adjusted EBITDA during the nine months ended September 30, 2018 increased \$119.8 million, or 123.0%, over the nine months ended September 30, 2017, driven by the addition of the Partnership’s historical assets which was the primary cause of a \$140.0 million increase in gross operating margin, offset by a \$20.8 million increase in selling, general and administrative expenses, excluding transaction expenses, unit-based compensation expense and other non-recurring charges, during the nine months ended September 30, 2018.

*DCF.* The \$18.3 million, or 62.8%, increase in DCF during the three months ended September 30, 2018 over the three months ended September 30, 2017 was driven by the addition of the Partnership’s historical assets which was the primary cause of (1) a \$65.2 million increase in gross operating margin offset by (2) a \$23.9 million increase in cash interest expense, net, (3) \$12.2 million of distributions on the newly issued Series A Preferred Units (the “Preferred Units”), (4) a \$9.0 million increase in selling, general and administrative expenses, excluding transaction expenses, unit-based compensation expense and other non-recurring charges and (5) a \$2.0 million increase in maintenance capital expenditures during the comparable period. The USA Compression Predecessor had no outstanding debt on which cash interest expense was paid in the prior period. The increase in selling, general and administrative expenses and maintenance capital expenditures was primarily due to additional activity as a result of the combination of the Partnership’s legacy operations and the USA Compression Predecessor.

The \$38.0 million, or 45.6%, increase in DCF during the nine months ended September 30, 2018 over the nine months ended September 30, 2017 was driven by the addition of the Partnership’s historical assets which was the primary cause of (1) a \$140.0 million increase in gross operating margin offset by (2) a \$47.5 million increase in cash interest expense, net, (3) \$24.2 million of distributions on Preferred Units, (4) a \$20.8 million increase in selling, general and administrative expenses, excluding transaction expenses, unit-based compensation expense and other non-recurring charges and (5) a \$9.6 million increase in maintenance capital expenditures during the comparable period. The USA Compression Predecessor had no outstanding debt on which cash interest expense was paid in the prior period. The increase in selling, general and administrative expenses and maintenance capital expenditures was primarily due to

additional activity as a result of the combination of the Partnership's legacy operations and the USA Compression Predecessor.

*Coverage Ratios.* Historical coverage ratios are not applicable as the USA Compression Predecessor had no outstanding common units for each period. Coverage ratios for the nine months ended September 30, 2018 reflect only two quarters of distributions as the USA Compression Predecessor did not pay any distributions prior to the Transactions Date.

## Liquidity and Capital Resources

### Overview

We operate in a capital-intensive industry, and our primary liquidity needs are to finance the purchase of additional compression units and make other capital expenditures, service our debt, fund working capital, and pay distributions. Our principal sources of liquidity include cash generated by operating activities, borrowings under our revolving credit facility and issuances of debt and equity securities, including under the DRIP.

We believe cash generated by operating activities and, where necessary, borrowings under our revolving credit facility will be sufficient to service our debt, fund working capital, fund our estimated 2018 expansion capital expenditures, fund our maintenance capital expenditures and pay distributions through the remainder of 2018. Because we distribute all of our available cash, which excludes prudent operating reserves, we expect to fund any future expansion capital expenditures or acquisitions primarily with capital from external financing sources, such as borrowings under our revolving credit facility and issuances of debt and equity securities, including under the DRIP.

To fund a portion of the CDM Acquisition completed on April 2, 2018, on March 23, 2018 the Partnership issued \$725.0 million in aggregate principal amount of Senior Notes and on April 2, 2018 issued the Preferred Units and warrants to purchase common units (the "Warrants") for aggregate gross consideration of \$500.0 million. The transaction fees associated with these issuances were financed with borrowings under our revolving credit facility. Additionally, we increased the capacity under our revolving credit facility from \$1.1 billion to \$1.6 billion by entering into the Sixth Amended and Restated Credit Agreement (the "Sixth A&R Credit Agreement") on April 2, 2018.

### Cash Flows

The following table summarizes our sources and uses of cash for the nine months ended September 30, 2018 and 2017 (in thousands):

	Nine Months Ended September 30,	
	2018	2017
Net cash provided by operating activities	\$ 133,200	\$ 97,285
Net cash used in investing activities	\$ (715,849)	\$ (98,298)
Net cash provided by (used in) financing activities	\$ 581,466	\$ (7,154)

*Net cash provided by operating activities.* The \$35.9 million increase in net cash provided by operating activities for the nine months ended September 30, 2018 was due primarily to a \$68.5 million increase in net income, as adjusted for non-cash items, and changes in other working capital.

*Net cash used in investing activities.* Net cash used in investing activities for the nine months ended September 30, 2018 related primarily to \$1.232 billion of cash paid, offset by \$710.5 million of cash assumed, each as part of the CDM Acquisition. Additionally, during the nine months ended September 30, 2018 and 2017, net cash used in investing activities of \$200.9 million and \$112.6 million, respectively, related to purchases of new compression units, reconfiguration costs and related equipment and net cash provided by investing activities of \$6.8 million and \$14.3 million, respectively, related to proceeds from disposition of property and equipment.

*Net cash provided by (used in) financing activities.* During the nine months ended September 30, 2018, we borrowed \$202.8 million, on a net basis, to support our purchases of new compression units, reconfiguration costs and related

equipment as well as fund certain costs associated with the CDM Acquisition. During the nine months ended September 30, 2018, we received \$479.1 million in net proceeds from the issuance of Preferred Units and Warrants which was used to partially fund the CDM Acquisition and a \$28.5 million contribution from the USA Compression Predecessor's former parent company, ETP. Additionally, and in connection with the CDM Acquisition, we paid various fees of \$17.6 million related primarily to the Sixth A&R Credit Agreement. During the nine months ended September 30, 2018, we also paid cash related to the net settlement of unit-based equity awards under our long-term incentive plan in the amount of \$4.4 million, made cash distributions to our common unitholders of \$94.8 million and made cash distributions to our Preferred Unitholders of \$12.1 million.

During the nine months ended September 30, 2017, the USA Compression Predecessor paid \$7.2 million in intercompany distributions to its former parent company.

### ***Capital Expenditures***

The compression services business is capital intensive, requiring significant investment to maintain, expand and upgrade existing operations. Our capital requirements have consisted, and we anticipate that they will continue to consist, primarily of the following:

- maintenance capital expenditures, which are capital expenditures made to maintain the operating capacity of our assets and extend their useful lives, to replace partially or fully depreciated assets, or other capital expenditures that are incurred in maintaining our existing business and related operating income; and
- expansion capital expenditures, which are capital expenditures made to expand the operating capacity or operating income capacity of assets, including by acquisition of compression units or through modification of existing compression units to increase their capacity, or to replace certain partially or fully depreciated assets that were not currently generating operating income.

We classify capital expenditures as maintenance or expansion on an individual asset basis. Over the long term, we expect that our maintenance capital expenditure requirements will continue to increase as the overall size and age of our fleet increases. Aggregate maintenance capital expenditures for the nine months ended September 30, 2018 and 2017 were \$23.6 million and \$14.0 million, respectively. We currently plan to spend approximately \$29.6 million in maintenance capital expenditures for the year 2018, including parts consumed from inventory.

Without giving effect to any equipment we may acquire pursuant to any future acquisitions, we currently have budgeted between \$190 million and \$200 million in expansion capital expenditures for the year 2018. Expansion capital expenditures for the nine months ended September 30, 2018 and 2017 were \$167.5 million and \$114.9 million, respectively. As of September 30, 2018, we had binding commitments to purchase \$126.4 million of additional compression units and serialized parts, of which we expect to spend \$33.0 million for units to be delivered in the remainder of 2018.

### ***Revolving Credit Facility***

As of September 30, 2018, we were in compliance with all of our covenants under our revolving credit facility. As of September 30, 2018, we had outstanding borrowings under our revolving credit facility of \$1.0 billion, \$578.2 million of borrowing base availability and, subject to compliance with the applicable financial covenants, available borrowing capacity of \$309.7 million.

As described in Note 10 to the unaudited condensed consolidated financial statements under Part I, Item 1 of this report, we entered into the Sixth A&R Credit Agreement on April 2, 2018 which amended our revolving credit facility to, among other things, (i) increase the borrowing capacity under the revolving credit facility from \$1.1 billion to \$1.6 billion (subject to availability under a borrowing base), (ii) extend the termination date (and the maturity date of the obligations thereunder) from January 6, 2020 to April 2, 2023, (iii) subject to the terms of the Sixth A&R Credit Agreement, permit up to \$400.0 million of future increases in borrowing capacity, (iv) modify the leverage ratio covenant to be 5.75 to 1.0 through the end of the fiscal quarter ending March 31, 2019, 5.5 to 1.0 through the end of the fiscal quarter ending December 31, 2019, and 5.0 to 1.0 thereafter and (v) increase the applicable margin for eurodollar

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borrowings to range from 2.00% to 2.75%, depending on our leverage ratio, all as more fully set forth in the Sixth A&R Credit Agreement.

As of November 2, 2018, we had outstanding borrowings under our revolving credit facility of \$1.0 billion.

For a more detailed description of our revolving credit facility, please see Note 10 to our unaudited condensed consolidated financial statements under Part I, Item 1 of this report and Note 7 to the consolidated financial statements included in our 2017 Annual Report.

#### *Senior Notes*

See Note 10 to our unaudited condensed consolidated financial statements under Part I, Item 1 of this report for information regarding the Senior Notes.

#### *Distribution Reinvestment Plan*

During the nine months ended September 30, 2018, distributions of \$0.4 million were reinvested under the Distribution Reinvestment Plan (“DRIP”) resulting in the issuance of 24,261 common units. Such distributions are treated as non-cash transactions in the accompanying Unaudited Condensed Consolidated Statements of Cash Flows included under Part I, Item 1 of this report.

For a more detailed description of the DRIP, please see Note 8 to the consolidated financial statements included in our 2017 Annual Report.

#### *Total Contractual Cash Obligations*

The following table summarizes our total contractual cash obligations as of September 30, 2018:

<b>Contractual Obligations</b>	<b>Payments Due by Period</b>				
	<b>Total</b>	<b>1 year</b>	<b>2 - 3 years</b>	<b>4 - 5 years</b>	<b>More than 5 years</b>
	(in thousands)				
Long-term debt (1)	\$ 1,746,824	\$ —	\$ —	\$ 1,021,824	\$ 725,000
Interest on long-term debt obligations (2)	572,747	97,665	195,330	163,450	116,302
Equipment/capital purchases (3)	93,357	93,357	—	—	—
Operating and capital lease obligations (4)	13,017	5,332	4,610	2,196	879
<b>Total contractual cash obligations</b>	<b>\$ 2,425,945</b>	<b>\$ 196,354</b>	<b>\$ 199,940</b>	<b>\$ 1,187,470</b>	<b>\$ 842,181</b>

- (1) We assumed that the amount outstanding under our revolving credit facility at September 30, 2018 would be repaid in April 2023, the maturity date of the facility. The aggregate principal amount of our Senior Notes outstanding is due April 2026.
- (2) Represents future interest payments under our revolving credit facility based on the interest rate as of September 30, 2018 of 4.68% and on \$725.0 million aggregate principal amount of the Senior Notes.
- (3) Represents commitments for new compression units that are being fabricated, and is a component of our overall projected expansion capital expenditures during 2019.
- (4) Represents commitments for future minimum lease payments on noncancelable operating and capital leases.



**Non-GAAP Financial Measures**

***Gross Operating Margin***

Gross operating margin is a non-GAAP financial measure. We define gross operating margin as revenue less cost of operations, exclusive of depreciation and amortization expense. We believe that gross operating margin is useful as a supplemental measure of our operating profitability. Gross operating margin is impacted primarily by the pricing trends for service operations and cost of operations, including labor rates for service technicians, volume and per unit costs for lubricant oils, quantity and pricing of routine preventative maintenance on compression units and property tax rates on compression units. Gross operating margin should not be considered an alternative to, or more meaningful than, operating income (loss) or any other measure of financial performance presented in accordance with GAAP. Moreover, gross operating margin as presented may not be comparable to similarly titled measures of other companies. Because we capitalize assets, depreciation and amortization of equipment is a necessary element of our costs. To compensate for the limitations of gross operating margin as a measure of our performance, we believe that it is important to consider operating income (loss) determined under GAAP, as well as gross operating margin, to evaluate our operating profitability.

The following table reconciles gross operating margin to operating income (loss), its most directly comparable GAAP financial measure, for each of the periods presented (in thousands):

	<b>Three Months Ended September 30,</b>		<b>Nine Months Ended September 30,</b>	
	<b>2018</b>	<b>2017</b>	<b>2018</b>	<b>2017</b>
<b>Revenues:</b>				
Contract operations	\$ 158,664	\$ 62,645	\$ 383,732	\$ 182,737
Parts and service	6,012	4,061	15,836	8,070
Related party	4,271	4,383	12,807	12,925
Total revenues	168,947	71,089	412,375	203,732
Cost of operations, exclusive of depreciation and amortization	64,309	31,667	159,177	90,556
Gross operating margin	104,638	39,422	253,198	113,176
<b>Other operating and administrative costs and expenses:</b>				
Selling, general and administrative	17,753	6,766	52,891	18,885
Depreciation and amortization	59,403	42,535	156,943	122,914
Loss (gain) on disposition of assets	1,250	521	12,328	(155)
Impairment of compression equipment	2,292	—	2,292	—
Total other operating and administrative costs and expenses	80,698	49,822	224,454	141,644
Operating income (loss)	\$ 23,940	\$ (10,400)	\$ 28,744	\$ (28,468)

***Adjusted EBITDA***

We define EBITDA as net income (loss) before net interest expense, depreciation and amortization expense, and income tax expense. We define Adjusted EBITDA as EBITDA plus impairment of compression equipment, impairment of goodwill, interest income on capital lease, unit-based compensation expense, severance charges, certain transaction fees, loss (gain) on disposition of assets and other. We view Adjusted EBITDA as one of management's primary tools for evaluating our results of operations, and we track this item on a monthly basis both as an absolute amount and as a percentage of revenue compared to the prior month, year-to-date, prior year and budget. Adjusted EBITDA is used as a supplemental financial measure by our management and external users of our financial statements, such as investors and commercial banks, to assess:

- the financial performance of our assets without regard to the impact of financing methods, capital structure or historical cost basis of our assets;
- the viability of capital expenditure projects and the overall rates of return on alternative investment opportunities;

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- the ability of our assets to generate cash sufficient to make debt payments and to pay distributions; and
- our operating performance as compared to those of other companies in our industry without regard to the impact of financing methods and capital structure.

We believe that Adjusted EBITDA provides useful information to investors because, when viewed with our GAAP results and the accompanying reconciliations, it may provide a more complete understanding of our performance than GAAP results alone. We also believe that external users of our financial statements benefit from having access to the same financial measures that management uses in evaluating the results of our business.

Adjusted EBITDA should not be considered an alternative to, or more meaningful than, net income (loss), operating income (loss), cash flows from operating activities or any other measure of financial performance or liquidity presented in accordance with GAAP as measures of operating performance and liquidity. Moreover, our Adjusted EBITDA as presented may not be comparable to similarly titled measures of other companies.

Because we use capital assets, depreciation and the interest cost of acquiring compression equipment are also necessary elements of our costs. Unit-based compensation expense related to equity awards to employees is also a necessary component of our business. Therefore, measures that exclude these elements have material limitations. To compensate for these limitations, we believe that it is important to consider both net income (loss) and net cash provided by operating activities determined under GAAP, as well as Adjusted EBITDA, to evaluate our financial performance and our liquidity. Our Adjusted EBITDA excludes some, but not all, items that affect net income (loss) and net cash provided by operating activities, and these measures may vary among companies. Management compensates for the limitations of Adjusted EBITDA as an analytical tool by reviewing the comparable GAAP measures, understanding the differences between the measures and incorporating this knowledge into their decision making processes.

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The following table reconciles Adjusted EBITDA to net loss and net cash provided by operating activities, its most directly comparable GAAP financial measures, for each of the periods presented (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Net loss	\$ (563)	\$ (12,355)	\$ (20,736)	\$ (32,518)
Interest expense, net	25,443	—	51,125	—
Depreciation and amortization	59,403	42,535	156,943	122,914
Income tax expense (benefit)	(918)	1,904	(1,624)	3,954
<b>EBITDA</b>	<b>\$ 83,365</b>	<b>\$ 32,084</b>	<b>\$ 185,708</b>	<b>\$ 94,350</b>
Impairment of compression equipment	2,292	—	2,292	—
Interest income on capital lease	225	—	498	—
Unit-based compensation expense (1)	1,892	966	10,891	3,195
Transaction expenses for acquisitions (2)	1,257	—	4,120	—
Severance charges	(149)	—	1,382	—
Loss (gain) on disposition of assets	1,250	521	12,328	(155)
<b>Adjusted EBITDA</b>	<b>\$ 90,132</b>	<b>\$ 33,571</b>	<b>\$ 217,219</b>	<b>\$ 97,390</b>
Interest expense, net	(25,443)	—	(51,125)	—
Income tax expense (benefit)	918	(1,904)	1,624	(3,954)
Interest income on capital lease	(225)	—	(498)	—
Non-cash interest expense	1,516	—	3,555	—
Transaction expenses for acquisitions	(1,257)	—	(4,120)	—
Severance charges	149	—	(1,382)	—
Other	(688)	1,924	(1,230)	2,117
Changes in operating assets and liabilities	(26,272)	(10,155)	(30,843)	1,732
<b>Net cash provided by operating activities</b>	<b>\$ 38,830</b>	<b>\$ 23,436</b>	<b>\$ 133,200</b>	<b>\$ 97,285</b>

- (1) For the three and nine months ended September 30, 2018, unit-based compensation expense included \$0.4 million and \$0.8 million, respectively, of cash payments related to quarterly payments of distribution equivalent rights on outstanding phantom unit awards in each period and \$0 and \$3.7 million, respectively, related to the cash portion of any settlement of phantom unit awards upon vesting. The remainder of the unit-based compensation expense for both periods was related to non-cash adjustments to the unit-based compensation liability.
- (2) Represents certain transaction expenses related to potential and completed acquisitions and other items. We believe it is useful to investors to exclude these fees.

***Distributable Cash Flow***

We define DCF as net income (loss) plus non-cash interest expense, non-cash income tax expense, depreciation and amortization expense, unit-based compensation expense, impairment of compression equipment, impairment of goodwill, certain transaction fees, severance charges, loss (gain) on disposition of assets, proceeds from insurance recovery and other, less distributions to Preferred Units and maintenance capital expenditures. We believe DCF is an important measure of operating performance because it allows management, investors and others to compare basic cash flows we generate (after distributions on our Preferred Units but prior to any retained cash reserves established by our General Partner and the effect of the DRIP) to the cash distributions we expect to pay to our common unitholders. Using DCF, management can quickly compute the coverage ratio of estimated cash flows to planned cash distributions.

DCF should not be considered as an alternative to, or more meaningful than, net income (loss), operating income (loss), cash flows from operating activities or any other measure of financial performance presented in accordance with GAAP as measures of operating performance and liquidity. Moreover, our DCF as presented may not be comparable to similarly titled measures of other companies.

Because we use capital assets, depreciation, loss (gain) on disposition of assets, and maintenance capital expenditures are necessary elements of our costs. Unit-based compensation expense related to equity awards to employees is also a

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necessary component of our business. Therefore, measures that exclude these elements have material limitations. To compensate for these limitations, we believe that it is important to consider both net income (loss) and net cash provided by operating activities determined under GAAP, as well as DCF, to evaluate our financial performance and our liquidity. Our DCF excludes some, but not all, items that affect net income (loss) and net cash provided by operating activities, and these measures may vary among companies. Management compensates for the limitations of DCF as an analytical tool by reviewing the comparable GAAP measures, understanding the differences between the measures and incorporating this knowledge into their decision making processes.

The following table reconciles DCF to net loss and net cash provided by operating activities, its most directly comparable GAAP financial measures, for each of the periods presented (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Net loss	\$ (563)	\$ (12,355)	\$ (20,736)	\$ (32,518)
Non-cash interest expense	1,516	—	3,555	—
Non-cash income tax expense (benefit)	(1,038)	1,946	(1,863)	3,954
Depreciation and amortization	59,403	42,535	156,943	122,914
Unit-based compensation expense (1)	1,892	966	10,891	3,195
Impairment of compression equipment	2,292	—	2,292	—
Transaction expenses for acquisitions (2)	1,257	—	4,120	—
Severance charges	(149)	—	1,382	—
Proceeds from insurance recovery	253	—	253	—
Loss (gain) on disposition of assets	1,250	521	12,328	(155)
Distribution to Preferred Units	(12,188)	—	(24,242)	—
Maintenance capital expenditures (3)	(6,447)	(4,455)	(23,587)	(14,028)
<b>DCF</b>	<b>\$ 47,478</b>	<b>\$ 29,158</b>	<b>\$ 121,336</b>	<b>\$ 83,362</b>
Maintenance capital expenditures	6,447	4,455	23,587	14,028
Changes in operating assets and liabilities	(26,272)	(10,155)	(30,843)	1,732
Transaction expenses for acquisitions	(1,257)	—	(4,120)	—
Severance charges	149	—	(1,382)	—
Distribution to Preferred Units	12,188	—	24,242	—
Other	97	(22)	380	(1,837)
<b>Net cash provided by operating activities</b>	<b>\$ 38,830</b>	<b>\$ 23,436</b>	<b>\$ 133,200</b>	<b>\$ 97,285</b>

- (1) For the three and nine months ended September 30, 2018, unit-based compensation expense included \$0.4 million and \$0.8 million, respectively, of cash payments related to quarterly payments of distribution equivalent rights on outstanding phantom unit awards in each period and \$0 and \$3.7 million, respectively, related to the cash portion of any settlement of phantom unit awards upon vesting. The remainder of the unit-based compensation expense for both periods was related to non-cash adjustments to the unit-based compensation liability.
- (2) Represents certain transaction expenses related to potential and completed acquisitions and other items. We believe it is useful to investors to exclude these fees.
- (3) Reflects actual maintenance capital expenditures for the period presented. Maintenance capital expenditures are capital expenditures made to replace partially or fully depreciated assets, to maintain the operating capacity of our assets and extend their useful lives, or other capital expenditures that are incurred in maintaining our existing business and related cash flow.

### Coverage Ratios

DCF Coverage Ratio is defined as DCF divided by distributions declared to common unitholders in respect of such period. Cash Coverage Ratio is defined as DCF divided by cash distributions expected to be paid to common unitholders in respect of such period, after taking into account the non-cash impact of the DRIP. We believe DCF Coverage Ratio and Cash Coverage Ratio are important measures of operating performance because they allow management, investors and others to gauge our ability to pay cash distributions to common unitholders using the cash flows that we generate. Our DCF Coverage Ratio and Cash Coverage Ratio as presented may not be comparable to similarly titled measures of other companies.

The following table summarizes certain coverage ratios for the periods presented (dollars in thousands):

	<u>Three Months Ended September 30,</u>		<u>Nine Months Ended September 30,</u>	
	<u>2018</u>	<u>2017 (4)</u>	<u>2018 (5)</u>	<u>2017 (4)</u>
DCF	<u>\$ 47,478</u>	<u>\$ 29,158</u>	<u>\$ 121,336</u>	<u>\$ 83,362</u>
Distributions for DCF Coverage Ratio (1)	<u>\$ 47,233</u>		<u>\$ 94,458</u>	
Distributions reinvested in the DRIP (2)	<u>\$ 218</u>		<u>\$ 436</u>	
Distributions for Cash Coverage Ratio (3)	<u>\$ 47,015</u>		<u>\$ 94,022</u>	
DCF Coverage Ratio	<u>1.01</u>		<u>1.28</u>	
Cash Coverage Ratio	<u>1.01</u>		<u>1.29</u>	

- (1) Represents distributions to the holders of our common units as of the record date for each period.
- (2) Represents distributions to holders enrolled in the DRIP as of the record date for each period. The amount for the three and nine months ended September 30, 2018 is based on an estimate as of the record date.
- (3) Represents cash distributions declared for common units not participating in the DRIP for each period.
- (4) DCF Coverage Ratio and Cash Coverage Ratio are not applicable to the USA Compression Predecessor as the USA Compression Predecessor had no outstanding common units for each period.
- (5) Distributions for the nine months ended September 30, 2018 reflect only two quarters of distributions as the USA Compression Predecessor did not pay distributions prior to the Transactions Date.

### Off-Balance Sheet Arrangements

We have no off-balance sheet financing activities.

### Recent Accounting Pronouncements

For discussion on specific recent accounting pronouncements affecting us, please see Note 17 to our unaudited condensed consolidated financial statements under Part I, Item 1 of this report.

## ITEM 3. Quantitative and Qualitative Disclosures About Market Risk

### Commodity Price Risk

Market risk is the risk of loss arising from adverse changes in market rates and prices. We do not take title to any natural gas or crude oil in connection with our services and, accordingly, have no direct exposure to fluctuating commodity prices. However, the demand for our compression services depends upon the continued demand for, and production of, natural gas and crude oil. Natural gas or crude oil prices remaining low over the long-term could result in

a continued decline in the production of natural gas or crude oil, which could result in reduced demand for our compression services. We do not intend to hedge our indirect exposure to fluctuating commodity prices. A 1% decrease in average revenue generating horsepower of our active fleet during the nine months ended September 30, 2018 would have resulted in a decrease of approximately \$5.0 million and \$3.0 million in our revenue and gross operating margin, respectively. Gross operating margin is a non-GAAP financial measure. For a reconciliation of gross operating margin to net income (loss), its most directly comparable financial measure, calculated and presented in accordance with GAAP, please read “Part I, Item 2 Management’s Discussion and Analysis of Financial Condition and Results of Operations—Non-GAAP Financial Measures” of this report.

#### **Interest Rate Risk**

We are exposed to market risk due to variable interest rates under our financing arrangements.

As of September 30, 2018 we had \$1.0 billion of variable-rate outstanding indebtedness at a weighted-average interest rate of 4.68%. A 1% increase or decrease in the effective interest rate on our variable-rate outstanding debt at September 30, 2018 would have resulted in an annual increase or decrease in our interest expense of approximately \$10.0 million.

For further information regarding our exposure to interest rate fluctuations on our debt obligations see Note 10 to our unaudited condensed consolidated financial statements under Part I, Item 1 of this report. Although we do not currently hedge our variable rate debt, we may, in the future, hedge all or a portion of such debt.

#### **Credit Risk**

Our credit exposure generally relates to receivables for services provided. If any significant customer of ours should have credit or financial problems resulting in a delay or failure to pay the amount it owes us, it could have a material adverse effect on our business, financial condition, results of operations and cash flows.

#### **ITEM 4. Controls and Procedures**

##### **Management’s Evaluation of Disclosure Controls and Procedures**

As required by Rule 13a-15(b) of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), we have evaluated, under the supervision and with the participation of our management, including our principal executive officer and principal financial officer, the effectiveness of the design and operation of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act) as of the end of the period covered by this report. Our disclosure controls and procedures are designed to provide reasonable assurance that the information required to be disclosed by us in reports that we file under the Exchange Act is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate to allow timely decisions regarding required disclosures, and is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC. Based upon the evaluation, our principal executive officer and principal financial officer have concluded that our disclosure controls and procedures were effective as of September 30, 2018 at the reasonable assurance level.

##### **Changes in Internal Control over Financial Reporting**

There were no changes in our internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) during the last fiscal quarter that materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

## PART II. OTHER INFORMATION

### ITEM 1. Legal Proceedings

From time to time, we may be involved in various legal or governmental proceedings and litigation arising in the ordinary course of business. In management's opinion, the resolution of such matters is not expected to have a material adverse effect on our consolidated financial position, results of operations or cash flows.

### ITEM 1A. Risk Factors

Security holders and potential investors in our securities should carefully consider the risk factors set forth in Part I, "Item 1A. Risk Factors" of our 2017 Annual Report. We have identified these risk factors as important factors that could cause our actual results to differ materially from those contained in any written or oral forward-looking statements made by us or on our behalf.

### ITEM 5. Other Information

#### *First Amendment to the USA Compression Partners, LP 2013 Long-Term Incentive Plan*

On November 1, 2018, the Board of Directors of the General Partner (the "Board") approved and adopted the First Amendment (the "First Amendment") to the USA Compression Partners, LP 2013 Long-Term Incentive Plan ("LTIP"). The First Amendment is effective as of November 1, 2018 and (i) increases the number of common units of the Partnership available to be awarded under the LTIP by 8,590,000 common units (which brings the total number of common units available to be awarded under the LTIP to 10,000,000 common units); (ii) provides that common units withheld to satisfy the exercise price or tax withholding obligations with respect to an award will not be considered to be common units that have been delivered under the LTIP; (iii) for awards granted on or after April 3, 2018, modifies the definition of "Change in Control" under the LTIP to refer to Energy Transfer Operating, L.P., Energy Transfer LP and their Affiliates (as defined under the LTIP) and successors; (iv) updates the tax withholding provision of the LTIP and (v) extends the term of the LTIP until November 1, 2028.

The foregoing description of the First Amendment is qualified in its entirety by reference to the text of the First Amendment which is filed as Exhibit 10.1 to this Quarterly Report on Form 10-Q and is incorporated by reference herein.

#### *Retention Phantom Unit Agreements*

Also on November 1, 2018 (the "Grant Date"), the Compensation Committee of the Board (the "Committee") approved the form of, and the Partnership entered into a, Retention Phantom Unit Agreement (collectively, the "Retention Agreements") under the LTIP with each of Eric D. Long, Matthew C. Liuzzi and William G. Manias (each an "Employee" and collectively, the "Employees"), which provide for a grant of phantom units (the "Phantom Units") in the following amounts: (i) 90,000 Phantom Units to Mr. Long; (ii) 35,000 Phantom Units to Mr. Liuzzi; and (iii) 45,000 Phantom Units to Mr. Manias. The Phantom Units will vest incrementally, with 60% of the Phantom Units vesting on December 5, 2021 and 40% of the Phantom Units vesting on December 5, 2023, subject in each case to the Employee's continued employment with the Partnership. For each Phantom Unit granted, a corresponding distribution equivalent right (DER) was granted, which entitles the Employee to a payment in the amount of the quarterly distributions made on the Partnership's common units underlying the Phantom Units from the Grant Date until the vesting or forfeiture of the related Phantom Unit, at which time the DER will automatically expire.

The Retention Agreements provide for the vesting of 100% of the then-unvested Phantom Units upon (i) the Employee's termination of employment without Cause or for Good Reason (each as defined in the Retention Agreements) (ii) a Change in Control (as defined under the LTIP) or (iii) the death or Disability (as defined under the LTIP) of the Employee. Upon Mr. Long's termination of employment due to retirement, provided that Mr. Long is at least 65 years of age at the time of such retirement, 40% of the then remaining unvested Phantom Units outstanding will be accelerated in their vesting pursuant to the terms of the Retention Agreement.

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The Retention Agreements also provide for an additional payment (the “Release Payment”) in the event of the Employee’s termination without Cause or separation with Good Reason, provided the Employee executes and does not revoke a general release and waiver of all claims against the General Partner, the Partnership and their affiliates, intended to capture the value of future distributions associated with Phantom Units forfeited for tax withholding purposes. The Release Payment will be paid in a lump sum on or before the 60th day following the Employee’s separation.

The foregoing description of the Retention Agreements is qualified in its entirety by reference to the text of the form of Retention Agreement which is filed as Exhibit 10.2 to this Quarterly Report on Form 10-Q and is incorporated by reference herein.

***Termination of Employment Agreements***

Also on November 1, 2018, the Committee approved the form of a Termination Agreement and Mutual Release (collectively, the “Termination Agreements”) that a subsidiary of the General Partner entered into with each of the Employees, which provides for the termination, effective as of November 1, 2018, of (i) the Employment Agreement between Mr. Long, USA Compression Partners, LLC and USA Compression Management Services, LLC, dated December 10, 2010; (ii) the Employment Agreement between Mr. Liuzzi and USA Compression Management Services, LLC, dated April 17, 2013; and (iii) the Employment Agreement between Mr. Manias and USA Compression Management Services, LLC, dated July 15, 2013. The Termination Agreements also include a mutual release by each party to the other of all obligations, claims and causes of action arising under the applicable Employment Agreement.

The foregoing description of the Termination Agreements is qualified in its entirety by reference to the text of the form of Termination Agreement which is filed as Exhibit 10.3 to this Quarterly Report on Form 10-Q and is incorporated by reference herein.

**ITEM 6. Exhibits**

The following documents are filed, furnished or incorporated by reference as part of this report:

<b>Exhibit No.</b>	<b>Description</b>
3.1	<a href="#">Certificate of Limited Partnership of USA Compression Partners, LP (incorporated by reference to Exhibit 3.1 to Amendment No. 3 of the Partnership’s registration statement on Form S-1 (Registration No. 333-174803) filed on December 21, 2011)</a>
3.2	<a href="#">Second Amended and Restated Agreement of Limited Partnership of USA Compression Partners, LP (incorporated by reference to Exhibit 3.1 to the Partnership’s Current Report on Form 8-K (File No. 001-35779) filed on April 6, 2018)</a>
10.1*†	<a href="#">First Amendment to the USA Compression Partners, LP 2013 Long-Term Incentive Plan</a>
10.2*†	<a href="#">USA Compression Partners, LP 2018 Long-Term Incentive Plan—Form of Retention Phantom Unit Agreement</a>
10.3*†	<a href="#">Form of Termination Agreement and Mutual Release</a>
10.4*†	<a href="#">USA Compression GP, LLC Amended and Restated Outside Director Compensation Policy</a>
10.5*†	<a href="#">USA Compression Partners, LP 2013 Long-Term Incentive Plan—Form of Director Phantom Unit Agreement</a>
10.6*†	<a href="#">USA Compression Partners, LP 2013 Long-Term Incentive Plan—Form of Employee Phantom Unit Agreement</a>
31.1*	<a href="#">Certification of Chief Executive Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934</a>
31.2*	<a href="#">Certification of Chief Financial Officer pursuant to Rule 13a-14(a) under the Securities Exchange Act of 1934</a>
32.1#	<a href="#">Certification of Chief Executive Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
32.2#	<a href="#">Certification of Chief Financial Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002</a>
101.1*	Interactive data files pursuant to Rule 405 of Regulation S-T



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\* Filed herewith.

# Furnished herewith. Not considered to be “filed” for the purposes of Section 18 of the Securities Exchange Act of 1934 or otherwise subject to the liabilities of that section.

† Management contract or compensatory plan or arrangement.

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

November 6, 2018

USA Compression Partners, LP

By: USA Compression GP, LLC  
its General Partner

By: /s/ Matthew C. Liuzzi  
Matthew C. Liuzzi  
Vice President, Chief Financial Officer and Treasurer  
*(Principal Financial Officer)*

By: /s/ G. Tracy Owens  
G. Tracy Owens  
Vice President, Finance and Chief Accounting Officer  
*(Principal Accounting Officer)*

**FIRST AMENDMENT TO THE  
USA COMPRESSION PARTNERS, LP  
2013 LONG-TERM INCENTIVE PLAN**

THIS FIRST AMENDMENT (the “First Amendment”) to the USA Compression Partners, LP 2013 Long-Term Incentive Plan, as amended from time to time (the “Plan”), has been adopted by USA Compression GP, LLC, a Delaware limited liability company (the “Company”) and the general partner of USA Compression Partners, LP, a Delaware limited partnership (the “Partnership”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Plan.

**WITNESSETH:**

**WHEREAS**, the Company previously adopted the Plan;

**WHEREAS**, Section 7(a) of the Plan provides that the board of directors of the Company (the “Board”) or the Compensation Committee of the Board may amend the Plan from time to time without the consent of any partner, Participant, other holder or beneficiary of an Award, or any other person;

**WHEREAS**, the Board now desires to amend the Plan to (i) increase the number of common units of the Partnership (the “Units”) available for Awards under the Plan by 8,590,000 Units and (ii) update the definition of “Change in Control” under the Plan; and

**WHEREAS**, the Board has determined that the First Amendment shall be made effective as of November 1, 2018 (the “Amendment Effective Date”).

**NOW, THEREFORE**, the Plan shall be amended as of the Amendment Effective Date, as set forth below:

1. The first two sentences of Section 4(a) of the Plan are hereby deleted and replaced in their entirety with the following:

“Subject to adjustment as provided in Section 4(c), the number of Units that may be delivered with respect to Awards under the Plan is 10,000,000 (inclusive of Units deliverable with respect to outstanding Awards under the Plan as of the Amendment Effective Date). Units withheld from an Award to either satisfy the exercise price of such Award or the Company’s or an Affiliate of the Company’s tax withholding obligations with respect to the Award shall not be considered to be Units delivered under the Plan for this purpose.”

2. In Section 2 of the Plan, the definition of “Change in Control” is hereby deleted and replaced in its entirety with the following:

““Change in Control”

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(a) with respect to Awards granted before April 3, 2018, means the occurrence of any of the following events:

(i) any “person” or “group” within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act, other than the Company, Riverstone Holdings LLC or an Affiliate of the Company (as determined immediately prior to such event) or Riverstone Holdings LLC, shall become the beneficial owner, by way of merger, consolidation, recapitalization, reorganization or otherwise, of 50% or more of the combined voting power of the equity interests in the Company or the Partnership;

(ii) the limited partners of the Partnership approve, in one or a series of transactions, a plan of complete liquidation of the Partnership;

(iii) the sale or other disposition by either the Company or the Partnership of all or substantially all of its assets in one or more transactions to any Person other than the Company, the Partnership, Riverstone Holdings LLC or an Affiliate of the Company, the Partnership or Riverstone Holdings LLC;  
or

(iv) a transaction resulting in a Person other than the Company, Riverstone Holdings LLC or an Affiliate of the Company (as determined immediately prior to such event) or Riverstone Holdings LLC being the sole general partner of the Partnership.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any Award which provides for the deferral of compensation and is subject to Section 409A of the Code, the transaction or event described in subsection (i), (ii), (iii) or (iv) above with respect to such Award must also constitute a “change in control event,” as defined in Treasury Regulation §1.409A-3(i)(5), and as relates to the holder of such Award, to the extent required to comply with Section 409A of the Code.

(b) with respect to Awards granted on or after April 3, 2018, means the occurrence of any of the following events:

(i) any “person” or “group” within the meaning of Sections 13(d) and 14(d)(2) of the Exchange Act, other than the Company, Energy Transfer LP, a Delaware limited partnership (“ET”), Energy Transfer Operating, L.P., a Delaware limited partnership (“ETO”), an Affiliate of the Company (as determined immediately prior to such event), or an Affiliate of, or successor to, ET or ETO, shall become the beneficial owner, by way of merger, consolidation, recapitalization, reorganization or otherwise, of 50% or more of the combined voting power of the equity interests in the Company or the Partnership;

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(ii) the limited partners of the Partnership approve, in one or a series of transactions, a plan of complete liquidation of the Partnership;

(iii) the sale or other disposition by either the Company or the Partnership of all or substantially all of its assets in one or more transactions to any Person other than the Company, the Partnership, ET, ETO, an Affiliate of the Company (as determined immediately prior to such event), the Partnership, or an Affiliate of, or successor to, ET or ETO; or

(iv) a transaction resulting in a Person other than the Company, ET, ETO, an Affiliate of the Company (as determined immediately prior to such event), or an Affiliate of, or successor to, ET or ETO being the sole general partner of the Partnership.

Notwithstanding the foregoing, if a Change in Control constitutes a payment event with respect to any Award which provides for the deferral of compensation and is subject to Section 409A of the Code, the transaction or event described in subsection (i), (ii), (iii) or (iv) above with respect to such Award must also constitute a “change in control event,” as defined in Treasury Regulation §1.409A-3(i)(5), and as relates to the holder of such Award, to the extent required to comply with Section 409A of the Code.

For the avoidance of doubt, the occurrence of the GP Contribution or the Automatic GP Contribution (each as defined in that certain Equity Restructuring Agreement, dated as of January 15, 2018, entered into by and among ET, the Partnership and the Company) shall not be considered a Change in Control.”

3. Section 8(b) of the Plan is hereby deleted and replaced in its entirety with the following:

“(b) “Tax Withholding. Unless other arrangements have been made that are acceptable to the Company or any of its Affiliates, the Partnership and any of its Affiliates are authorized to accept, deduct, withhold, or cause to be deducted or withheld, from any Award, from any payment due or transfer made under any Award or from any compensation or other amount owing to a Participant the amount (in cash, previously held Units, Units that would otherwise be issued pursuant to such Award, or other property) of any applicable taxes payable in respect of the grant or settlement of an Award, its exercise, the lapse of restrictions thereon, or any other payment or transfer under an Award or under the Plan and to take such other action as may be necessary or appropriate in the opinion of the Company or any of its Affiliates to pay such taxes. If such taxes are satisfied through the withholding of Units that are otherwise issuable to the Participant pursuant to an Award (or through the surrender of Units by the Participant to the Company), the maximum number of Units that may be withheld (or surrendered) pursuant to this Section 8(b) shall be the number of Units that have an aggregate Fair Market Value on the date of withholding (or surrender) equal to the aggregate

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amount of potential tax liabilities determined based on the greatest withholding rates for federal, state, foreign and/or local tax purposes, including payroll taxes, that may be utilized with respect to the Participant. It is the intent of the Company that the payment of taxes for a Participant who is subject to Section 16 of the Exchange Act through (i) the withholding of Units that are otherwise issuable to the Participant pursuant to an Award or (ii) the surrender of previously held Units by the Participant to the Company shall be exempt from Section 16(b) of the Exchange Act pursuant to Rule 16b-3 or another applicable exemption (except for transactions acknowledged by the Participant in writing to be non-exempt). The method of satisfying tax obligations shall be determined by the Committee in its sole discretion.”

4. The first sentence of Section 9 of the Plan is hereby deleted and replaced in its entirety with the following:

“Unless the Plan is terminated earlier by the Board, no Award shall be granted hereunder on or after November 1, 2028.”

**RESOLVED FURTHER**, that except as amended hereby, the Plan is specifically ratified and reaffirmed.

[Remainder of Page Intentionally Left Blank.]

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**USA COMPRESSION PARTNERS, LP  
2013 LONG-TERM INCENTIVE PLAN****RETENTION PHANTOM UNIT AGREEMENT**

Pursuant to this Retention Phantom Unit Agreement, dated as of the Grant Date identified in the Grant Notice below (this “**Agreement**”), USA Compression GP, LLC (the “**Company**”), as the general partner of USA Compression Partners, LP (the “**Partnership**”), hereby grants to \_\_\_\_\_ (the “**Participant**”) the following award of Phantom Units (“**Phantom Units**”), pursuant and subject to the terms and conditions of this Agreement and the USA Compression Partners, LP 2013 Long-Term Incentive Plan, as amended (the “**Plan**”), the terms and conditions of which are hereby incorporated into this Agreement by reference. The Company, the Partnership, and its and their subsidiaries are collectively referred to as the “**USAC Entities**” and each a “**USAC Entity**.” Except as otherwise expressly provided herein, all capitalized terms used in this Agreement, but not defined, shall have the meanings provided in the Plan.

**GRANT NOTICE**

Subject to the terms and conditions of this Agreement, the principal features of this Award are as follows:

**Number of Phantom Units:** \_\_\_\_\_ Phantom Units

**Grant Date:** \_\_\_\_\_

**Vesting of Phantom Units:** Phantom Units shall vest incrementally with 60% of the Phantom Units vesting on December 5, 2021 and the remaining 40% on December 5, 2023, subject in each case to the Participant continuing in Service through the applicable vesting date; provided that the Phantom Units shall be subject to accelerated vesting in certain circumstances as set forth in Section 4 below.

**Forfeiture of Phantom Units:** In the event of a cessation (not including any approved leave of absence) of the Participant’s Service for any reason, all Phantom Units that have not vested prior to or in connection with such cessation of Service shall thereupon automatically be forfeited by the Participant without further action and without payment of consideration therefor.

**Settlement of Phantom Units:** Upon vesting, the Participant shall be entitled to receive, with respect to each vested Phantom Unit, one (1) Unit as set forth in Section 5 below.

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## TERMS AND CONDITIONS OF PHANTOM UNITS

1. Grant. The Company hereby grants to the Participant, as of the Grant Date, an award of Phantom Units in the amount set forth in the Grant Notice above, subject to all of the terms and conditions contained in this Agreement and the Plan.

2. Phantom Units. Each Phantom Unit shall represent the right to receive, following (i) vesting of such Phantom Unit in accordance with Section 4 below, and (ii) settlement of such Phantom Unit in accordance with Section 5 below, one (1) Unit. Unless and until a Phantom Unit vests, the Participant will have no right to payment in respect of such Phantom Unit. Prior to settlement of any vested Phantom Unit, such Phantom Unit will represent an unsecured obligation of the Partnership, payable (if at all) only from the general assets of the Partnership.

3. Distribution Equivalent Rights. Each Phantom Unit granted hereunder is hereby granted in tandem with a corresponding Distribution Equivalent Right (a “**DER**”), which shall remain outstanding from the Grant Date until the earlier of the settlement, as described in Section 5 below, or forfeiture of the related Phantom Unit. Each DER shall entitle the Participant to receive payments, subject to and in accordance with this Agreement, in an amount equal to any distributions made by the Partnership following the Grant Date and while the DER is outstanding in respect of the Unit underlying the Phantom Unit to which such DER relates, which amounts shall be paid to the Participant promptly following the date each such distribution is made by the Partnership to its unitholders but not later than March 15 of the calendar year following the calendar year in which such distribution is made, subject to any tax withholding. Upon the forfeiture or settlement of an underlying Phantom Unit, the associated DER will automatically expire and no further payments shall be made with respect to such DER, except with respect to amounts not yet paid with respect to distributions made by the Partnership to its unitholders prior to the date of such forfeiture or settlement.

4. Vesting and Forfeiture.

(a) *Vesting.* Subject to remaining provisions in this Section 4, the Phantom Units shall vest in such amounts and at such times as are set forth in the Grant Notice above.

(b) *Separation from Service Without Cause or for Good Reason.* If the Participant is terminated by the Company without Cause or separates from Service for Good Reason, then (i) 100% of the then-unvested Phantom Units shall vest in full as of immediately prior to such separation from Service, and (ii) provided the Participant timely executes and does not revoke the Release, the Participant shall receive the Release Payment from the Partnership on or before the sixtieth (60th) day following the date of his separation from Service. For purposes of this Agreement, the following definitions shall apply:

i. “**Cause**” means (1) the commission by the Participant of a criminal or other act that involves dishonesty, misrepresentation or moral turpitude; (2) engagement by the Participant in any willful or deliberate misconduct which causes or is reasonably likely to cause economic damage to the Company, the Partnership or any of its and their subsidiaries or injury to the business reputation of the Company, the Partnership or its or their subsidiaries; (3) engagement in any dishonest or fraudulent conduct by the Participant in the performance of the Participant’s



duties on behalf of the Company, the Partnership or its or their subsidiaries, including, without limitation, the theft or misappropriation of funds or the disclosure of confidential or proprietary information; (4) a knowing breach by the Participant of any fiduciary duty applicable to the Participant in performance of the Participant's duties as contained in the organizational documents of the Company, the Partnership or any of its or their subsidiaries; (5) the continuing failure or refusal of the Participant to satisfactorily perform the essential duties of the Participant for the Company; (6) improper conduct materially prejudicial to the business of the Company, the Partnership or any of its or their subsidiaries; (7) the material disregard or violation by the Participant of any Company policy or procedure; or (8) any other conduct materially detrimental (as determined in the sole reasonable judgment of the Company) to the Company's, the Partnership's or its or their subsidiaries' business. With respect to a termination for Cause pursuant to subsections (5), (6), (7) and (8) above, such termination will not be considered for Cause unless the Participant has been given written notice specifying in detail the conduct that allegedly constitutes grounds to terminate for Cause and an opportunity for thirty (30) days after receipt of such notice to cure such grounds, if curable. Termination for Cause under subsections (1), (2), (3) or (4) cannot be cured by the individual and no such notice to cure will be delivered.

ii. **“Good Reason”** means the occurrence, during the Restricted Period and without the Participant's prior written consent, of any one or more of the following: (1) a material reduction in the Participant's current title; (2) a more than 10% reduction by the Company in the Participant's rate of annual base salary, annual bonus target or annual long-term incentive target, each determined as of the Grant Date; (3) a material diminution in the Participant's authority, duties, reporting relationship or responsibilities that is inconsistent in a material and adverse respect with the Participant's authority, duties, reporting relationship or responsibilities with the Partnership on the date of the Grant Date, provided that such material diminution is also accompanied with any associated reduction in the Participant's annual base salary, annual bonus target or annual long-term incentive target, determined based on the Participant's highest annual base salary, annual bonus target or annual long-term incentive target during the most recent 365-day period prior to the date the change described in this clause (3) occurs; or (4) a change of 50 miles or more in the geographic location of the Participant's principal place of employment as of the Grant Date. For any resignation to be treated as based on “Good Reason” under this Agreement, the following must occur: (x) the Participant must provide written notice to the Company of the existence of the Good Reason condition within a period not to exceed thirty (30) days of the initial existence of the condition; (y) the Company shall have not less than thirty (30) days following its receipt of such during which it may remedy the condition; and (z) the Participant's termination of employment must occur within the ninety (90)-day period after the initial existence of the condition specified in such notice. Further, no act or omission shall be “Good Reason” if Employee has consented in writing to such act or omission.

iii. **“Release Payment”** means a severance payment from the Company to the Participant in an amount equal to the sum of (1) the product of (x) the difference between (A) [ ] and (B) the number of Units issued to Employee in settlement of his rights under this Agreement, multiplied by (y) \$0.525, multiplied by (z) the number of quarterly distribution dates for the Partnership's common units which would occur between (A) the date the Participant separates from Service, and (B) December 5, 2023, and (2) if the Employee separates

1. Insert number of common units subject to grant, as listed on page 1.

from Service on or after December 5, 2021, the product of (x) the number of Units withheld, or settled in cash, as applicable, by the Partnership to pay applicable income and employment tax in connection with the vesting of Phantom Units on December 5, 2021, multiplied by (y) \$0.525, multiplied by (z) the number of quarterly distribution dates for the Partnership's common units which occurred between December 5, 2021 and the date the Employee separated from Service.

iv. **"Release"** means a general release and waiver of all claims the Participant may have against the Company, the Partnership and their affiliates, which shall be in a form attached hereto as Exhibit A.

(c) *Death or Disability.* No portion of the Phantom Units shall be forfeited as a result of the occurrence, prior to the end of the Restricted Period, of the Participant's death or Disability. Instead, in the event of the Participant's death or Disability, one hundred percent (100%) of the then-unvested Phantom Units shall vest in full immediately prior to such death or Disability.

(d) *Change in Control.* If a Change in Control, as that term is defined from time to time under the Plan, occurs after the Grant Date, then 100% of the then-unvested Phantom Units shall vest in full as of immediately prior to such event.

(e) *Qualified Retirement.*<sup>2</sup> If the Participant has at least ten years of Service and has attained age 65 on the date the Participant terminates employment with the Partnership, or one of its affiliates or subsidiaries, voluntarily due to retirement, then 40% of the remaining unvested Phantom Units under this Agreement at the time of the Participant's retirement shall be vested on that date.

(f) *Forfeiture.* Notwithstanding the foregoing, and except as provided in this Section 4 above, in the event of a cessation (not including any approved leave of absence) of the Participant's Service for any reason, all Phantom Units that have not vested prior to or in connection with such cessation of Service shall thereupon automatically be forfeited by the Participant without further action and without payment of consideration therefor. No portion of the Phantom Units which has not become vested at the date of the Participant's cessation (not including any approved leave of absence) of Service shall thereafter become vested.

5. Settlement of Phantom Units. The Company or the Partnership shall deliver or cause to be delivered to the Participant (or in the event of the Participant's death, to the Participant's estate) one whole Unit for each vested Phantom Unit, subject to applicable tax withholdings, as soon as reasonably practical following the date on which such Phantom Units vest. For purposes of the preceding sentence, if a Participant is eligible to separate from Service due to a Qualified Retirement then (i) the Participant shall only receive payment following the Participant's separation from Service, and (ii) such payment shall be subject to the delayed payment provision in Section 15(b) below. In lieu of the foregoing, the Committee may elect in its discretion to pay the Phantom Units in cash equal to the Fair Market Value of the Units that would otherwise be distributed as of the date of vesting.

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2.This qualified retirement section only appears in the Retention Phantom Unit Agreement for the Chief Executive Officer.

6. Rights as a Unit Holder. Neither the Participant nor any person claiming under or through the Participant shall have any of the rights or privileges of a holder of Units in respect of any Units that may become deliverable hereunder unless and until certificates representing such Units shall have been issued or recorded in book entry form on the records of the Partnership or its transfer agents or registrars, and delivered in certificate or book entry form to the Participant or any person claiming under or through the Participant.

7. Partnership Agreement. Units issued upon payment of the Phantom Units shall be subject to the terms of the Plan and the Partnership Agreement. Upon the issuance of Units to the Participant, the Participant shall, automatically and without further action on his or her part, (i) be admitted to the Partnership as a Limited Partner (as defined in the Partnership Agreement) with respect to the Units, and (ii) become bound, and be deemed to have agreed to be bound, by the terms of the Partnership Agreement.

8. No Right to Continued Employment. Nothing in this Agreement or in the Plan shall be construed as giving the Participant the right to be retained in the employ or service of the Company or any Affiliate thereof or establish standards regarding the termination from employment of the Participant. Furthermore, the Company and its Affiliates may at any time dismiss the Participant from employment or consulting free from any liability or any claim under the Plan or this Agreement, unless otherwise expressly provided in the Plan, this Agreement or any other written agreement between the Participant and the Company or an Affiliate thereof.

9. Confidentiality and Access to Confidential Information.

(a) *Participant's Receipt of and Access to Confidential Information and Protected Relationships.* In connection with Participant's Service to one or more of the USAC Entities, such USAC Entities have provided and will continue to provide Participant access to, and/or allow Participant the opportunity to develop, confidential information of the USAC Entities, including certain information pertaining to the USAC Entities' past, current, and future: business plans, corporate opportunities, operations, acquisition, merger or sale strategies; production, product development, product names and marks; marketing, costs, pricing, financial performance, business plans, and strategic plans; financial statements and all information relating to financial activities, assets, and liabilities; operation or production procedures or results; trade secrets; partners, partnership or other business arrangements or agreements with third parties; customers including their identities, contact persons, sales volumes, preferences, requirements, history, and contracts; and technical information, including equipment, drawings, blueprints, services and processes, along with any other information relating to the USAC Entities' business that is treated by the USAC Entities as confidential (all of the foregoing collectively, "**Confidential Information**"). The USAC Entities will also provide Participant access to, and the opportunity to develop, business relationships with the USAC Entities' customers, clients, and partners with whom the USAC Entities have developed goodwill and to which Participant would not otherwise have access (collectively, "**Protected Relationships**"). Participant acknowledges and agrees that even if Participant creates or adds to any Confidential Information or Protected Relationships, Participant is being compensated to do so under Participant's Service with the USAC Entities and any such information is and will remain the property of the USAC Entities.

(b) *Participant's Obligations of Non-Use and Non-Disclosure.* Participant acknowledges that the business of the USAC Entities is highly competitive and that the Confidential Information and opportunity to develop Protected Relationships are valuable, special, and unique assets of the USAC Entities which they use in their business to obtain a competitive advantage over their competitors which do not know or use this information. Participant further acknowledges that protection of the Confidential Information and Protected Relationships against unauthorized disclosure and use is of critical importance to the USAC Entities in maintaining their competitive position. Accordingly, Participant hereby agrees that Participant will not, at any time during or after Participant's Service to any of the USAC Entities, make any unauthorized disclosure of any Confidential Information or make any use thereof or of the Protected Relationships, except for the benefit of, and on behalf of, the USAC Entities.

(c) *Third-Party Information.* Participant acknowledges that, as a result of Participant's Service, Participant has had and will continue to have access to, or knowledge of, confidential business information or trade secrets of third parties, such as customers, clients, vendors, suppliers, partners, joint venturers, and the like, of the USAC Entities. Participant agrees to preserve and protect the confidentiality of such third-party confidential information and trade secrets to the same extent, and on the same basis, as the Confidential Information.

(d) *Return of Documents and Electronic Data.* All written or electronic or other data or materials, records and other documents made by, or coming into the possession of, Participant during the period of Participant's Service which contain or disclose the Confidential Information and/or Protected Relationships shall be and remain the property of the USAC Entities. Upon request, and in any event without request upon termination of Participant's Service for any reason, Participant shall promptly shall deliver the same, and all copies, derivatives and extracts thereof, to the USAC Entities.

(e) *Restriction Limitations.* Notwithstanding the foregoing or anything herein to the contrary, Participant acknowledges and agrees that (i) nothing contained in this Agreement will prohibit Participant from filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or cooperating with any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation; (ii) nothing in this Agreement is intended to or will prevent Participant from communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to, any federal, state or local government regulator (including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, or the U.S. Department of Justice) for the purpose of reporting or investigating a suspected violation of law, or from providing such information to Participant's attorney or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding; and (iii) pursuant to 18 USC Section 1833(b), Participant will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

10. Non-Solicitation.

(a) *Consideration for Restrictive Covenants.* The restrictive covenants contained in this Section 10 are supported by consideration to Participant from the USAC Entities as specified in this Agreement, including, but not limited to, the consideration provided in Sections 1 and 9.

Participant agrees that the restrictive covenants contained in this Section 10 are in exchange for the consideration specified herein, as a material incentive for the Partnership to enter into this Agreement, to help enforce Participant's agreement not to use or disclose Confidential Information and Protected Relationships as set forth in Section 9, and to protect the USAC Entities' goodwill which Participant will help develop during Participant's period of Service.

(b) *Non-Solicitation of Employees.* During the Restrictive Covenant Period (as defined below), Participant shall not, on Participant's own behalf or on behalf of any other person, partnership, entity, association, or corporation, hire or seek to hire any employee of the USAC Entities or in any other manner attempt directly or indirectly to influence, induce, or encourage any employee of the USAC Entities to leave the employment of the USAC Entities, nor shall Participant use or disclose to any person, partnership, entity, association, or corporation any information concerning the names, addresses, or personal telephone numbers of any employees of the USAC Entities for the purpose of soliciting such employee for potential employment or services on behalf of any person or entity other than the USAC Entities.

(c) *Non-Solicitation of Customers, Vendors, and Business Partners.* During the Restrictive Covenant Period, Participant shall not, on Participant's own behalf or on behalf of any other person, partnership, entity, association, or corporation, directly or indirectly:

i. influence, induce, solicit or encourage any potential or actual customer, actual vendor, or actual business partner of the USAC Entities to abandon, reduce, or materially change its business relationship with the USAC Entities, or

ii. provide products or services related to the Restricted Business (as defined below) to any potential or actual customer or actual business partner of the USAC Entities.

During the post-Service period of the Restrictive Covenant Period, this Section 10(c) shall only restrict Participant's activities with respect to (i) actual or potential customers and actual business partners of the USAC Entities with whom Participant had direct contact or business dealings or indirect contact or business dealings (through the supervision of other employees) in the twenty-four (24) months preceding the termination of Participant's Service for any reason, or (ii) actual or potential customers and actual business partners of the USAC Entities about whom Participant learned Confidential Information in the twenty-four (24) months preceding the termination of Participant's Service for any reason.

(a) *Definitions.*

i. *Restricted Business.* The Restricted Business is defined as the products and services provided or proposed to be provided by the USAC Entities during Participant's Service and which Participant (i) was directly involved or indirectly involved through the supervision of other employees; or (ii) about which Participant received Confidential Information.

ii. *Restrictive Covenant Period.* The Restrictive Covenant Period is defined as the period of time during Participant's Service to any USAC Entity and continuing for one (1) year after the date Participant is no longer employed by or providing Services to any of the USAC Entities, regardless of the reason for the termination of Participant's Service and regardless of whether Participant's Service was terminated by Participant or the USAC Entities.

(b) *Reasonableness of Restrictions; Breach and Reformation.* Participant understands and agrees that the restrictions and obligations upon Participant contained in this Agreement are material to the USAC Entities and that this Agreement would not be entered into without these promises from Participant. Participant acknowledges that these restrictions and obligations do not terminate when Participant's Service terminates. Participant understands that the restrictions in Sections 9 and 10 of this Agreement may limit Participant's ability to engage in a business similar to or competitive with the USAC Entities, but acknowledges that Participant will receive sufficient consideration from the USAC Entities under this Agreement to justify such restrictions. Participant further acknowledges that the foregoing restrictions and obligations do not prevent Participant from earning a living with the skills and experience Participant currently possesses. Participant acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement by Participant, and, as such, the USAC Entities shall be entitled to enforce their rights under this Agreement by injunctive relief in addition to all remedies available at law or in equity. It is expressly understood and agreed that Partnership and Participant consider the restrictions and obligations upon Participant contained in this Section 10 to constitute reasonable restraints as to time, geography, and activities involved, and to be necessary for the purposes of preserving and protecting the goodwill, Confidential Information, Protected Relationships, and other legitimate business interests of the USAC Entities. Nevertheless, if any covenant contained in this Section 10 is found by a court of competent jurisdiction to contain limitations as to time, geographic area, or scope of activity that are not reasonable and impose a greater restraint than is necessary to protect the legitimate business interests of the USAC Entities, then the court shall reform the covenant to the extent necessary to cause the limitations contained in the covenant as to time, geographic area, and scope of activity to be restrained to be reasonable and to impose a restraint that is not greater than necessary to protect the legitimate business interests of the USAC Entities. Participant hereby expressly waives, and agrees not to assert, any challenge to any restrictive covenant in this Agreement premised upon insufficiency of consideration, over breadth or unreasonableness, or that any provisions of this Agreement are otherwise void, voidable, or unenforceable or should be voided or held unenforceable.

(c) *Clawback.* If the Participant violates the terms of this Section 10, the violation shall be deemed an Act of Misconduct under the Plan and the Phantom Units, DERs, and Units issuable hereunder, whether vested or unvested and whether or not previously issued, shall be subject to the clawback described in Section 8(o) of the Plan only to the extent that the violation resulted in actual demonstrable harm to one or more of the USAC Entities.

11. Non-Disparagement. The Participant agrees to refrain from making any oral or written statements to a third party about any of: (i) the USAC Entities; or (ii) Energy Transfer LP, Energy Transfer Operating, L.P., or any of its or their affiliates or successors (collectively, the "**Energy Transfer Entities**"), that are slanderous, libelous or defamatory with the effect of damaging the business or reputation of the USAC Entities or the Energy Transfer Entities. If the Participant violates the terms of this Section 11 the violation shall be deemed an Act of Misconduct

under the Plan and the Phantom Units, DERs, and Units issuable hereunder, whether vested or unvested and whether or not previously issued, shall be subject to the clawback described in Section 8(o) of the Plan only to the extent that the violation resulted in actual demonstrable harm to one or more of the USAC Entities or Energy Transfer Entities.

12. Severability. If any provision of this Agreement is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, such provision shall be construed or deemed amended to conform to the applicable law or, if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of this Agreement, such provision shall be stricken as to such jurisdiction, and the remainder of this Agreement shall remain in full force and effect.

13. Tax Consultation. None of the Board, the Committee, the Company or the Partnership has made any warranty or representation to Participant with respect to the income tax consequences of the issuance of the Phantom Units, the DERs, the Units or the transactions contemplated by this Agreement, and the Participant represents that he or she is in no manner relying on such entities or their representatives for tax advice or an assessment of such tax consequences. The Participant understands that the Participant may suffer adverse tax consequences in connection with the Phantom Units and DERs granted pursuant to this Agreement. The Participant represents that the Participant has consulted with any tax consultants that the Participant deems advisable in connection with the Phantom Units and DERs.

14. Amendments, Suspension and Termination. Solely to the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Board or the Committee. Except as provided in the preceding sentence, this Agreement cannot be modified, altered or amended, except by an agreement, in writing, signed by both the Partnership and the Participant.

15. Code Section 409A.

(a) General. This Agreement is intended to comply with the provisions of Section 409A of the Code (“**Section 409A**”) and this Agreement and the Plan shall, to the extent practicable, be construed in accordance therewith. Terms defined in this Agreement and the Plan shall have the meanings given such terms under Section 409A if and to the extent required to comply with Section 409A.

(b) Delayed Payment Rule. If and to the extent any portion of any payment provided to the Participant under this Agreement in connection with the Participant’s “separation from service” (as defined in Section 409A) is determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A and the Participant is a “specified employee” (as defined in Section 409A(a)(2)(B)(i)), as determined by the Company and the Partnership in accordance with the procedures separately adopted by the Company and the Partnership for this purpose, by which determination the Participant, as a condition to accepting benefits under this Agreement and the Plan, agrees to be bound, such portion of the Phantom Units and, if applicable DERs, to be delivered on a vesting date shall not be delivered before the earlier of (i) the day that is six months plus one day after the date of separation from service (as determined under Section 409A) or (ii) the tenth (10th) day after the date of the Participant’s death (as applicable, the “**New Payment**”).

**Date**’). Any amount that is otherwise payable within the six (6) month period described in the preceding sentence, will be aggregated and paid in a lump sum without interest. In addition, if a distribution is paid by the Partnership with respect to its common units during the six month period between the Participant’s separation from service and the New Payment Date, the Partnership shall calculate the distribution amount that the Participant would have received with respect to each Phantom Unit that is not settled through delivery of a common unit pursuant to this Section 15 during the six (6) month delay period and shall pay such amount, without interest, to the Participant on the New Payment Date.

(c) Separate Payments, No Acceleration. For purposes of Section 409A, each payment or settlement of any portion of the Phantom Units under this Agreement shall be treated as a separate payment of compensation. None of the Company, the Partnership nor the Participant shall have the right to accelerate or defer the delivery of any such Phantom Units except to the extent specifically permitted or required by Section 409A.

(d) No Representation. The Company and the Partnership make no representations or warranty and shall have no liability to the Participant or any other person if any provisions of or payments under this Agreement are determined to constitute deferred compensation subject to Section 409A but not to satisfy the conditions of that section.

16. Adjustments; Clawback. The Participant acknowledges that the Phantom Units are subject to modification and forfeiture in certain events as provided in this Agreement and Section 7 of the Plan. The Participant further acknowledges that the Phantom Units, DERs and Units issuable hereunder, whether vested or unvested and whether or not previously issued, are subject to clawback as provided in Section 8(o) of the Plan.

17. Successors and Assignability. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the USAC Entities. Participant acknowledges and agrees that this Agreement is assignable by the USAC Entities without Participant’s further consent. Subject to the restrictions on transfer contained herein, this Agreement shall be binding upon the Participant and his or her heirs, executors, administrators, successors and assigns.

18. Governing Law. THE VALIDITY, CONSTRUCTION, INTERPRETATION AND EFFECT OF THIS INSTRUMENT SHALL BE GOVERNED EXCLUSIVELY BY, AND DETERMINED IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPALS THEREOF), EXCEPT TO THE EXTENT PRE-EMPTED BY FEDERAL LAW, WHICH SHALL GOVERN.

19. Headings. Headings are given to the sections and subsections of this Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Agreement or any provision hereof.

20. Entire Agreement. This Agreement, together with the Plan, constitutes the entire understanding and supersedes any and all other agreements, oral or written, between the parties hereto, in respect of the subject matter of this Agreement and embodies the entire understanding of the parties with respect to the subject matter hereof; *provided, however* that this Agreement supplements and does not modify or supersede any other agreements Participant has with the USAC



Entities or any other obligations of Participant to the USAC Entities relating to assignment of intellectual property, non-disparagement, non-disclosure, non-competition, or non-solicitation.

*[Signature page follows]*

The Participant's signature below indicates the Participant's agreement with and understanding that this Award is subject to all of the terms and conditions contained in the Plan and in this Agreement, and that, in the event that there are any inconsistencies between the terms of the Plan and the terms of this Agreement, the terms of this Agreement shall control. The Participant further acknowledges that the Participant has read and understands the Plan and this Agreement, which contains the specific terms and conditions of this grant of Phantom Units. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Agreement.

**USA COMPRESSION PARTNERS, LP**  
a Delaware limited partnership

By: USA Compression GP, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name:  
Title:

**"PARTICIPANT"**

EMPLOYEE\*\*\*\*\*  
\_\_\_\_\_

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**Exhibit A**

**Form of Release Agreement**

(Attached)

## FULL RELEASE AND WAIVER OF CLAIMS

This Full Release and Waiver of Claims (the "Agreement") is by and between USA Compression Management Services, LLC ("USAC") on behalf of itself and its parents, its subsidiaries and affiliates (collectively with USAC the "Partnership") and \_\_\_\_\_ ("Employee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Retention Agreement (as that term is defined in the recitals below).

WHEREAS, on November \_\_, 2018, Employee entered into a Retention Phantom Unit Agreement (the "Retention Agreement") with USA Compression Partners, LP, an affiliate of USAC;

WHEREAS, the Partnership informed Employee in the Retention Agreement that Employee would be required to properly and fully execute a waiver and release of claims against the Partnership, and if the Employee did not execute such release the Employee would not be eligible to receive the Release Payment referenced in the Retention Agreement; and

WHEREAS, in order to achieve a final and amicable resolution to the Release Payment referenced in the Retention Agreement, the Partnership has agreed, in accordance with the terms and conditions of this Agreement as set forth below, to provide the Release Payment to the Employee pursuant to the terms of the Retention Agreement and this Agreement in exchange for the Employee's full and proper execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Release Payment.** In accordance with Section 4 of the Retention Agreement, Employee is eligible for a Release Payment in the amount of \$\_\_\_\_\_, less all applicable taxes and required governmental withholdings, contingent upon the full and proper execution of this Agreement.
2. **Consideration for Signing.** As consideration for this Agreement the Partnership agrees to the following:
  - a. Employee will receive the Release Payment, less all applicable taxes and required governmental withholdings. The Release Payment shall be made as soon as reasonably practicable after the Effective Date as defined herein.
  - b. The consideration given to Employee hereunder in the form of the Release Payment is expressly conditioned upon Employee's full compliance with the terms and conditions set forth herein.
3. **Release of Claims.** Employee stipulates, agrees, and understands that for and in consideration of the mutual covenants set forth in this Agreement, specifically including the payments and considerations set forth in Section 2 above, the same being good and valuable consideration, Employee hereby acting of Employee's own free will, voluntarily and on behalf of him or herself, Employee's heirs, administrators, executors, successors and assigns, RELEASES, ACQUITS and

forever DISCHARGES the Partnership and its respective past and present parents, subsidiaries, affiliates, specifically including USA Compression GP, LLC and Energy Transfer LP, partners, directors, officers, owners, shareholders, successors, employees, predecessors, joint employers, successor employers and agents, and each of them (collectively “Released Parties”), of and from any and all debts, obligations, claims, counterclaims, demands, judgments, and/or causes of action of any kind whatsoever, including under the Retention Agreement (whether known or unknown, in tort, contract, at law or in equity, by statute or regulation, or on any basis), based on facts occurring at any time before, or at the time of, Employee’s signing of this Agreement, for any damages or other remedies of any kind, including, without limitation, direct or indirect, consequential, compensatory, actual, punitive, or any other damages, attorneys’ fees, expenses, reimbursements, costs of any kind or reinstatement of any of the foregoing. This release includes, but is not limited to, any and all rights or claims, demands, and/or causes of action arising out of Employee’s employment with the Partnership, or relating to purported employment discrimination, retaliation or violations of civil rights, if any, including, but not limited to, claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, The Lilly Ledbetter Fair Pay Act of 2009, the Older Workers Benefit Protection Act of 1990, the Americans With Disabilities Act of 1990, Executive Order 11246, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, the Family and Medical Leave Act, the Sarbanes-Oxley Act of 2002, or any other applicable federal, state, or local statute or ordinance or any other claim, whether statutory or based on common law, arising by reason of Employee’s employment with the Partnership or circumstances related thereto, or by reason of any other matter, cause, or thing whatsoever, from the first date of employment with the Partnership to the date and time of execution of this Agreement.

Excluded from this Agreement are any claims that cannot be waived by law, including but not limited to, the right to file a charge with or participate in an investigation conducted by the Equal Employment Opportunity Commission or any applicable federal, state, or local government agency **and to recover any appropriate relief in any such proceeding.**

Employee is waiving, however, the right to any monetary recovery or relief should the Equal Employment Opportunity Commission or any other agency or commission pursue any claims on Employee’s behalf.

Employee has a period of twenty-one (21) days in which to consider this Agreement. Employee may choose to sign this Agreement prior to the expiration of the twenty-one (21) day period, but is not required to do so. Once Employee signs the Agreement, Employee shall have a period of seven (7) days from the date Employee signs the Agreement to revoke the Agreement. The Agreement shall not become effective or enforceable until the eighth day after Employee signs the Agreement (the “Effective Date”). To revoke this Agreement, Employee must provide written notice of revocation to Sean Kimble, 100 Congress Ave., Suite 450, Austin, Texas 78701 before 11:59 p.m., Austin, Texas time on the last day of the seven (7) day revocation period. No payments under this Agreement shall be due until the expiration of the seven (7) day revocation period. The Employee is expressly advised and encouraged to exercise the Employee’s right to consult with an attorney of the Employee’s choice in considering whether to sign this Agreement. The Employee affirms that the Employee (i) has consulted or had an

opportunity to consult with an attorney or a representative of Employee's choosing; and (ii) is not relying on any advice from the Partnership or its agents or attorneys in Employee's decision to execute this Agreement. Employee further acknowledges that he/she has carefully read this Agreement, that the Employee understands the contents and meaning of this Agreement and that Employee's execution of this Agreement is knowing and voluntary.

4. **Not An Employment Agreement.** This Agreement is not, and nothing herein shall be deemed to create, a contract of employment between the Employee and the Partnership. Subject to the terms of this Agreement, the Employee may terminate the Employee's employment with the Partnership at any time, and the Partnership may terminate the Employee's employment at any time, for cause or other than for cause, and such right is specifically reserved.
5. **Confidentiality of Agreement.** Employee agrees not to discuss, disclose or otherwise communicate any of the terms of this Agreement, including without limitation the amounts of the payments or other consideration provided, to anyone except to Employee's attorney, tax advisor and Employee's spouse, if any, or as required by law. Employee understands and agrees that, as a result of this binding promise of strict confidentiality, Employee may not hereafter discuss or otherwise communicate with, among other persons, any of the Partnership's current or former employees regarding the terms, including the payments or other consideration, included in this Agreement.
6. **Non-Admission.** This Agreement, and the payment of money and other consideration provided by the Partnership under this Agreement, is not an admission or indication of any wrongdoing by the Partnership or the Employee.
7. **Entire Agreement.** Employee agrees that this Agreement constitutes the complete agreement between the parties and that no other representations have been made by the Partnership and that the terms hereof may not be modified except by a written instrument signed by the Partnership and the Employee.
8. **Severability.** In the event that any provision of this Agreement should be held to be void, voidable, or unenforceable, the remaining portions hereof shall remain in full force and effect.
9. **Interpretation Under State Law.** This Agreement shall be construed under the laws of the State of Texas without regard to the conflicts of laws provisions thereunder.
10. **Headings.** The headings used in this Agreement are inserted solely for convenience and shall not be used to interpret the meaning of this document.
11. **Knowing and Voluntary.** By signing below, Employee knowingly and voluntarily accepts this Agreement and does so of Employee's own free will.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

**PARTNERSHIP:**

USA COMPRESSION PARTNERS, LP  
a Delaware limited partnership

By: USA Compression GP, LLC  
Its: General Partner

\_\_\_\_\_  
President of Human Resources Sean Kimble, Vice

Dated: \_\_\_\_\_

**EMPLOYEE:**

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Please return executed originals of this Agreement by regular mail to Sean Kimble, 100 Congress Ave., Suite 450, Austin, Texas 78701.

**TERMINATION AGREEMENT AND MUTUAL RELEASE**

This **TERMINATION AGREEMENT AND MUTUAL RELEASE** dated as of November 1, 2018 (this "Agreement") is by and among USA Compression Management Services, LLC<sup>1</sup>, a Delaware limited liability company (the "Company"), an affiliate of USA Compression Partners, LP, a Delaware limited partnership (the "Partnership") and \_\_\_\_\_ (the "Executive").

**WHEREAS**, reference is made to that certain Employment Agreement dated as of \_\_\_\_\_ by and among the Company and the Executive (the "Employment Agreement"); and

**WHEREAS**, Energy Transfer LP (formally known as Energy Transfer Equity, L.P.) ("ET"), as part of a series of transactions, previously acquired all of the equity interests in USA Compression GP, LLC, a Delaware limited liability company and the general partner of the Partnership (the "General Partner"); and

**WHEREAS**, the Company and ET desire to terminate the Employment Agreement in order to (i) simplify the Partnership's compensation structure, (ii) make the Partnership's compensation structure more consistent with ET's other affiliated entities which do not, as a general practice, have employment agreements or individual severance arrangements, and (iii) provide significant retention pay to the Executive (together, the "Business Reasons"); and

**WHEREAS**, Section 16 of the Employment Agreement provides that the Company and the Executive can amend the Employment Agreement for any purpose, including terminating such agreement, at any time; and

**WHEREAS**, to the extent necessary pursuant to the terms of the Employment Agreement, this Agreement shall also serve as an amendment to the Employment Agreement, resulting in the termination of Section 4 of the Employment Agreement as of the effective date of this Agreement and eliminating any Renewal Term (as that term is defined in the Employment Agreement); and

**WHEREAS**, ET has previously determined to make significant equity awards to the key management executives of its acquired affiliates in order to create retention value and more fully align the interests of those key executives with their unit holders; and

**WHEREAS**, in connection with the termination of the Employment Agreement, and due to the Business Reasons, the General Partner has determined it is in the best interest of the Partnership to award additional Phantom Units (the "Award") to the Executive under the USA Compression Partners, LP 2013 Long-Term Incentive Plan, as amended (the "Plan") pursuant to the Retention Phantom Unit Agreement attached hereto as Exhibit A (the "Phantom Unit Agreement"); and

**WHEREAS**, the Award is similar to other initial equity grants customarily made in the ordinary course of business by ET and its affiliates to executives of acquired entities.

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<sup>1</sup>To also include USA Compression Partners, LLC for Eric D. Long



Accordingly, for and in consideration of the premises and the mutual covenants and agreements herein contained, the sufficiency of which is hereby expressly acknowledged, the Company and the Executive, intending to be legally bound, agree as follows:

SECTION 1. Termination. Effective as of the date hereof, the Employment Agreement shall immediately terminate and shall be of no further force or effect.

SECTION 2. Release of Claims. Each party hereto does, for itself, its parent companies and affiliates and for its successors, heirs and assigns, hereby agree to waive, relinquish and forever discharge and release the other party hereto and their successors and assigns of and from all obligations, covenants, agreements, promises, claims, demands, liabilities and causes of action whatsoever set forth in or arising under the Employment Agreement. The Executive also acknowledges that the Award may be considered a “substitution” for purposes of Code Section 409A and Treasury Regulation Section 1.409A-3(f) with respect to the severance, COBRA payments, and other forms of compensation payable under the Employment Agreement, and agrees to waive, relinquish and forever discharge and release the Company, the Partnership and each of their affiliates, successors and assigns of and from all obligations, covenants, agreements, promises, claims, demands, liabilities and causes of action whatsoever set forth in or arising under the Award related to a violation of Code Section 409A and the regulations thereunder. For the avoidance of doubt any and all waivers and releases contemplated by this Section 2 shall expressly include and run to the benefit of ET and Energy Transfer Operating, L.P. (“ETO”) and its and their parents, partners, affiliates, successors and assigns.

SECTION 3. Amendment. This Agreement may not be amended or any provision hereof waived or modified except in writing signed by each of the parties hereto.

SECTION 4. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.

SECTION 5. Governing Law; Venue. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Each of the parties irrevocably submits to the exclusive jurisdiction of any federal or state court located in the State of Texas, County of Harris over any suit, action, dispute, or proceeding arising out of or relating to this Agreement and each of the parties agrees that any action relating in any way to this Agreement must be commenced only in the courts of the State of Texas, federal or state.

SECTION 6. Execution of Counterparts. This Agreement may be executed by the parties hereto in separate counterparts (or upon separate signature pages bound together into one or more counterparts), each of which, when so executed and delivered, shall be an original, but all such counterparts shall together constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 7. Third Party Beneficiary. Each of ET and ETO and each of their affiliated entities shall is, and is intended to be, a third party beneficiary of this Agreement.

SECTION 8. Knowing and Voluntary. The parties' acceptance of this Agreement is knowing and voluntary. Each of the parties acknowledge having read this Agreement carefully and having had adequate opportunity to consider it and to consult with anyone they may choose prior to accepting this Agreement. The parties fully understand the terms of this Agreement and enter into it of their own free will.

**[Execution Page Following]**

IN WITNESS WHEREOF, the Company has caused this Agreement to be executed by a duly authorized officer of the Company and the Executive has executed this Agreement as of the day and year first above written.

**USA Compression Management Services,  
LLC**

By:  
Title:

**Executive**

\_\_\_\_\_

[EXECUTIVE]

\_\_\_\_\_

**Exhibit A**

**Retention Phantom Unit Agreement  
under the USA Compression Partners, LP  
2013 Long-Term Incentive Plan, as amended**

**USA COMPRESSION PARTNERS, LP  
2013 LONG-TERM INCENTIVE PLAN**

**RETENTION PHANTOM UNIT AGREEMENT**

Pursuant to this Retention Phantom Unit Agreement, dated as of the Grant Date identified in the Grant Notice below (this “**Agreement**”), USA Compression GP, LLC (the “**Company**”), as the general partner of USA Compression Partners, LP (the “**Partnership**”), hereby grants to \_\_\_\_\_ (the “**Participant**”) the following award of Phantom Units (“**Phantom Units**”), pursuant and subject to the terms and conditions of this Agreement and the USA Compression Partners, LP 2013 Long-Term Incentive Plan, as amended (the “**Plan**”), the terms and conditions of which are hereby incorporated into this Agreement by reference. The Company, the Partnership, and its and their subsidiaries are collectively referred to as the “**USAC Entities**” and each a “**USAC Entity**.” Except as otherwise expressly provided herein, all capitalized terms used in this Agreement, but not defined, shall have the meanings provided in the Plan.

**GRANT NOTICE**

Subject to the terms and conditions of this Agreement, the principal features of this Award are as follows:

**Number of Phantom Units:** \_\_\_\_\_ Phantom Units

**Grant Date:** \_\_\_\_\_

**Vesting of Phantom Units:** Phantom Units shall vest incrementally with 60% of the Phantom Units vesting on December 5, 2021 and the remaining 40% on December 5, 2023, subject in each case to the Participant continuing in Service through the applicable vesting date; provided that the Phantom Units shall be subject to accelerated vesting in certain circumstances as set forth in Section 4 below.

**Forfeiture of Phantom Units:** In the event of a cessation (not including any approved leave of absence) of the Participant’s Service for any reason, all Phantom Units that have not vested prior to or in connection with such cessation of Service shall thereupon automatically be forfeited by the Participant without further action and without payment of consideration therefor.

**Settlement of Phantom Units:** Upon vesting, the Participant shall be entitled to receive, with respect to each vested Phantom Unit, one (1) Unit as set forth in Section 5 below.

## TERMS AND CONDITIONS OF PHANTOM UNITS

1. Grant. The Company hereby grants to the Participant, as of the Grant Date, an award of Phantom Units in the amount set forth in the Grant Notice above, subject to all of the terms and conditions contained in this Agreement and the Plan.

2. Phantom Units. Each Phantom Unit shall represent the right to receive, following (i) vesting of such Phantom Unit in accordance with Section 4 below, and (ii) settlement of such Phantom Unit in accordance with Section 5 below, one (1) Unit. Unless and until a Phantom Unit vests, the Participant will have no right to payment in respect of such Phantom Unit. Prior to settlement of any vested Phantom Unit, such Phantom Unit will represent an unsecured obligation of the Partnership, payable (if at all) only from the general assets of the Partnership.

3. Distribution Equivalent Rights. Each Phantom Unit granted hereunder is hereby granted in tandem with a corresponding Distribution Equivalent Right (a “DER”), which shall remain outstanding from the Grant Date until the earlier of the settlement, as described in Section 5 below, or forfeiture of the related Phantom Unit. Each DER shall entitle the Participant to receive payments, subject to and in accordance with this Agreement, in an amount equal to any distributions made by the Partnership following the Grant Date and while the DER is outstanding in respect of the Unit underlying the Phantom Unit to which such DER relates, which amounts shall be paid to the Participant promptly following the date each such distribution is made by the Partnership to its unitholders but not later than March 15 of the calendar year following the calendar year in which such distribution is made, subject to any tax withholding. Upon the forfeiture or settlement of an underlying Phantom Unit, the associated DER will automatically expire and no further payments shall be made with respect to such DER, except with respect to amounts not yet paid with respect to distributions made by the Partnership to its unitholders prior to the date of such forfeiture or settlement.

4. Vesting and Forfeiture.

(a) *Vesting*. Subject to remaining provisions in this Section 4, the Phantom Units shall vest in such amounts and at such times as are set forth in the Grant Notice above.

(b) *Separation from Service Without Cause or for Good Reason*. If the Participant is terminated by the Company without Cause or separates from Service for Good Reason, then (i) 100% of the then-unvested Phantom Units shall vest in full as of immediately prior to such separation from Service, and (ii) provided the Participant timely executes and does not revoke the Release, the Participant shall receive the Release Payment from the Partnership on or before the sixtieth (60th) day following the date of his separation from Service. For purposes of this Agreement, the following definitions shall apply:

i. “Cause” means (1) the commission by the Participant of a criminal or other act that involves dishonesty, misrepresentation or moral turpitude; (2) engagement by the Participant in any willful or deliberate misconduct which causes or is reasonably likely to cause economic damage to the Company, the Partnership or any of its and their subsidiaries or injury to the business reputation of the Company, the Partnership or its or their subsidiaries; (3) engagement in any dishonest or fraudulent conduct by the Participant in the performance of the Participant’s

duties on behalf of the Company, the Partnership or its or their subsidiaries, including, without limitation, the theft or misappropriation of funds or the disclosure of confidential or proprietary information; (4) a knowing breach by the Participant of any fiduciary duty applicable to the Participant in performance of the Participant's duties as contained in the organizational documents of the Company, the Partnership or any of its or their subsidiaries; (5) the continuing failure or refusal of the Participant to satisfactorily perform the essential duties of the Participant for the Company; (6) improper conduct materially prejudicial to the business of the Company, the Partnership or any of its or their subsidiaries; (7) the material disregard or violation by the Participant of any Company policy or procedure; or (8) any other conduct materially detrimental (as determined in the sole reasonable judgment of the Company) to the Company's, the Partnership's or its or their subsidiaries' business. With respect to a termination for Cause pursuant to subsections (5), (6), (7) and (8) above, such termination will not be considered for Cause unless the Participant has been given written notice specifying in detail the conduct that allegedly constitutes grounds to terminate for Cause and an opportunity for thirty (30) days after receipt of such notice to cure such grounds, if curable. Termination for Cause under subsections (1), (2), (3) or (4) cannot be cured by the individual and no such notice to cure will be delivered.

ii. **“Good Reason”** means the occurrence, during the Restricted Period and without the Participant's prior written consent, of any one or more of the following: (1) a material reduction in the Participant's current title; (2) a more than 10% reduction by the Company in the Participant's rate of annual base salary, annual bonus target or annual long-term incentive target, each determined as of the Grant Date; (3) a material diminution in the Participant's authority, duties, reporting relationship or responsibilities that is inconsistent in a material and adverse respect with the Participant's authority, duties, reporting relationship or responsibilities with the Partnership on the date of the Grant Date, provided that such material diminution is also accompanied with any associated reduction in the Participant's annual base salary, annual bonus target or annual long-term incentive target, determined based on the Participant's highest annual base salary, annual bonus target or annual long-term incentive target during the most recent 365-day period prior to the date the change described in this clause (3) occurs; or (4) a change of 50 miles or more in the geographic location of the Participant's principal place of employment as of the Grant Date. For any resignation to be treated as based on “Good Reason” under this Agreement, the following must occur: (x) the Participant must provide written notice to the Company of the existence of the Good Reason condition within a period not to exceed thirty (30) days of the initial existence of the condition; (y) the Company shall have not less than thirty (30) days following its receipt of such during which it may remedy the condition; and (z) the Participant's termination of employment must occur within the ninety (90)-day period after the initial existence of the condition specified in such notice. Further, no act or omission shall be “Good Reason” if Employee has consented in writing to such act or omission.

iii. **“Release Payment”** means a severance payment from the Company to the Participant in an amount equal to the sum of (1) the product of (x) the difference between (A) [\_\_\_\_\_]² and (B) the number of Units issued to Employee in settlement of his rights under this Agreement, multiplied by (y) \$0.525, multiplied by (z) the number of quarterly distribution dates for the Partnership's common units which would occur between (A) the date the Participant separates from Service, and (B) December 5, 2023, and (2) if the Employee separates

<sup>2</sup>Insert number of common units subject to grant, as listed on page 1.

from Service on or after December 5, 2021, the product of (x) the number of Units withheld, or settled in cash, as applicable, by the Partnership to pay applicable income and employment tax in connection with the vesting of Phantom Units on December 5, 2021, multiplied by (y) \$0.525, multiplied by (z) the number of quarterly distribution dates for the Partnership's common units which occurred between December 5, 2021 and the date the Employee separated from Service.

iv. "Release" means a general release and waiver of all claims the Participant may have against the Company, the Partnership and their affiliates, which shall be in a form attached hereto as Exhibit A.

(c) *Death or Disability*. No portion of the Phantom Units shall be forfeited as a result of the occurrence, prior to the end of the Restricted Period, of the Participant's death or Disability. Instead, in the event of the Participant's death or Disability, one hundred percent (100%) of the then-unvested Phantom Units shall vest in full immediately prior to such death or Disability.

(d) *Change in Control*. If a Change in Control, as that term is defined from time to time under the Plan, occurs after the Grant Date, then 100% of the then-unvested Phantom Units shall vest in full as of immediately prior to such event.

(e) *Qualified Retirement*.<sup>3</sup> If the Participant has at least ten years of Service and has attained age 65 on the date the Participant terminates employment with the Partnership, or one of its affiliates or subsidiaries, voluntarily due to retirement, then 40% of the remaining unvested Phantom Units under this Agreement at the time of the Participant's retirement shall be vested on that date.

(f) *Forfeiture*. Notwithstanding the foregoing, and except as provided in this Section 4 above, in the event of a cessation (not including any approved leave of absence) of the Participant's Service for any reason, all Phantom Units that have not vested prior to or in connection with such cessation of Service shall thereupon automatically be forfeited by the Participant without further action and without payment of consideration therefor. No portion of the Phantom Units which has not become vested at the date of the Participant's cessation (not including any approved leave of absence) of Service shall thereafter become vested.

5. Settlement of Phantom Units. The Company or the Partnership shall deliver or cause to be delivered to the Participant (or in the event of the Participant's death, to the Participant's estate) one whole Unit for each vested Phantom Unit, subject to applicable tax withholdings, as soon as reasonably practical following the date on which such Phantom Units vest. For purposes of the preceding sentence, if a Participant is eligible to separate from Service due to a Qualified Retirement then (i) the Participant shall only receive payment following the Participant's separation from Service, and (ii) such payment shall be subject to the delayed payment provision in Section 15(b) below. In lieu of the foregoing, the Committee may elect in its discretion to pay the Phantom Units

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<sup>3</sup>This qualified retirement section only appears in the Retention Phantom Unit Agreement for the Chief Executive Officer.



in cash equal to the Fair Market Value of the Units that would otherwise be distributed as of the date of vesting.

6. Rights as a Unit Holder. Neither the Participant nor any person claiming under or through the Participant shall have any of the rights or privileges of a holder of Units in respect of any Units that may become deliverable hereunder unless and until certificates representing such Units shall have been issued or recorded in book entry form on the records of the Partnership or its transfer agents or registrars, and delivered in certificate or book entry form to the Participant or any person claiming under or through the Participant.

7. Partnership Agreement. Units issued upon payment of the Phantom Units shall be subject to the terms of the Plan and the Partnership Agreement. Upon the issuance of Units to the Participant, the Participant shall, automatically and without further action on his or her part, (i) be admitted to the Partnership as a Limited Partner (as defined in the Partnership Agreement) with respect to the Units, and (ii) become bound, and be deemed to have agreed to be bound, by the terms of the Partnership Agreement.

8. No Right to Continued Employment. Nothing in this Agreement or in the Plan shall be construed as giving the Participant the right to be retained in the employ or service of the Company or any Affiliate thereof or establish standards regarding the termination from employment of the Participant. Furthermore, the Company and its Affiliates may at any time dismiss the Participant from employment or consulting free from any liability or any claim under the Plan or this Agreement, unless otherwise expressly provided in the Plan, this Agreement or any other written agreement between the Participant and the Company or an Affiliate thereof.

9. Confidentiality and Access to Confidential Information.

(a) *Participant's Receipt of and Access to Confidential Information and Protected Relationships.* In connection with Participant's Service to one or more of the USAC Entities, such USAC Entities have provided and will continue to provide Participant access to, and/or allow Participant the opportunity to develop, confidential information of the USAC Entities, including certain information pertaining to the USAC Entities' past, current, and future: business plans, corporate opportunities, operations, acquisition, merger or sale strategies; production, product development, product names and marks; marketing, costs, pricing, financial performance, business plans, and strategic plans; financial statements and all information relating to financial activities, assets, and liabilities; operation or production procedures or results; trade secrets; partners, partnership or other business arrangements or agreements with third parties; customers including their identities, contact persons, sales volumes, preferences, requirements, history, and contracts; and technical information, including equipment, drawings, blueprints, services and processes, along with any other information relating to the USAC Entities' business that is treated by the USAC Entities as confidential (all of the foregoing collectively, "**Confidential Information**"). The USAC Entities will also provide Participant access to, and the opportunity to develop, business relationships with the USAC Entities' customers, clients, and partners with whom the USAC Entities have developed goodwill and to which Participant would not otherwise have access (collectively, "**Protected Relationships**"). Participant acknowledges and agrees that even if Participant creates or adds to any Confidential Information or Protected Relationships, Participant is being compensated

to do so under Participant's Service with the USAC Entities and any such information is and will remain the property of the USAC Entities.

(b) *Participant's Obligations of Non-Use and Non-Disclosure.* Participant acknowledges that the business of the USAC Entities is highly competitive and that the Confidential Information and opportunity to develop Protected Relationships are valuable, special, and unique assets of the USAC Entities which they use in their business to obtain a competitive advantage over their competitors which do not know or use this information. Participant further acknowledges that protection of the Confidential Information and Protected Relationships against unauthorized disclosure and use is of critical importance to the USAC Entities in maintaining their competitive position. Accordingly, Participant hereby agrees that Participant will not, at any time during or after Participant's Service to any of the USAC Entities, make any unauthorized disclosure of any Confidential Information or make any use thereof or of the Protected Relationships, except for the benefit of, and on behalf of, the USAC Entities.

(c) *Third-Party Information.* Participant acknowledges that, as a result of Participant's Service, Participant has had and will continue to have access to, or knowledge of, confidential business information or trade secrets of third parties, such as customers, clients, vendors, suppliers, partners, joint venturers, and the like, of the USAC Entities. Participant agrees to preserve and protect the confidentiality of such third-party confidential information and trade secrets to the same extent, and on the same basis, as the Confidential Information.

(d) *Return of Documents and Electronic Data.* All written or electronic or other data or materials, records and other documents made by, or coming into the possession of, Participant during the period of Participant's Service which contain or disclose the Confidential Information and/or Protected Relationships shall be and remain the property of the USAC Entities. Upon request, and in any event without request upon termination of Participant's Service for any reason, Participant shall promptly shall deliver the same, and all copies, derivatives and extracts thereof, to the USAC Entities.

(e) *Restriction Limitations.* Notwithstanding the foregoing or anything herein to the contrary, Participant acknowledges and agrees that (i) nothing contained in this Agreement will prohibit Participant from filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or cooperating with any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation; (ii) nothing in this Agreement is intended to or will prevent Participant from communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to, any federal, state or local government regulator (including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, or the U.S. Department of Justice) for the purpose of reporting or investigating a suspected violation of law, or from providing such information to Participant's attorney or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding; and (iii) pursuant to 18 USC Section 1833(b), Participant will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

10. Non-Solicitation.

(a) *Consideration for Restrictive Covenants.* The restrictive covenants contained in this Section 10 are supported by consideration to Participant from the USAC Entities as specified in this Agreement, including, but not limited to, the consideration provided in Sections 1 and 9. Participant agrees that the restrictive covenants contained in this Section 10 are in exchange for the consideration specified herein, as a material incentive for the Partnership to enter into this Agreement, to help enforce Participant's agreement not to use or disclose Confidential Information and Protected Relationships as set forth in Section 9, and to protect the USAC Entities' goodwill which Participant will help develop during Participant's period of Service.

(b) *Non-Solicitation of Employees.* During the Restrictive Covenant Period (as defined below), Participant shall not, on Participant's own behalf or on behalf of any other person, partnership, entity, association, or corporation, hire or seek to hire any employee of the USAC Entities or in any other manner attempt directly or indirectly to influence, induce, or encourage any employee of the USAC Entities to leave the employment of the USAC Entities, nor shall Participant use or disclose to any person, partnership, entity, association, or corporation any information concerning the names, addresses, or personal telephone numbers of any employees of the USAC Entities for the purpose of soliciting such employee for potential employment or services on behalf of any person or entity other than the USAC Entities.

(c) *Non-Solicitation of Customers, Vendors, and Business Partners.* During the Restrictive Covenant Period, Participant shall not, on Participant's own behalf or on behalf of any other person, partnership, entity, association, or corporation, directly or indirectly:

i. influence, induce, solicit or encourage any potential or actual customer, actual vendor, or actual business partner of the USAC Entities to abandon, reduce, or materially change its business relationship with the USAC Entities, or

ii. provide products or services related to the Restricted Business (as defined below) to any potential or actual customer or actual business partner of the USAC Entities.

During the post-Service period of the Restrictive Covenant Period, this Section 10(c) shall only restrict Participant's activities with respect to (i) actual or potential customers and actual business partners of the USAC Entities with whom Participant had direct contact or business dealings or indirect contact or business dealings (through the supervision of other employees) in the twenty-four (24) months preceding the termination of Participant's Service for any reason, or (ii) actual or potential customers and actual business partners of the USAC Entities about whom Participant learned Confidential Information in the twenty-four (24) months preceding the termination of Participant's Service for any reason.

(a) *Definitions.*

i. *Restricted Business.* The Restricted Business is defined as the products and services provided or proposed to be provided by the USAC Entities during Participant's Service and which Participant (i) was directly involved or indirectly involved through the supervision of other employees; or (ii) about which Participant received Confidential Information.

ii. *Restrictive Covenant Period.* The Restrictive Covenant Period is defined as the period of time during Participant's Service to any USAC Entity and continuing for one (1) year after the date Participant is no longer employed by or providing Services to any of the USAC Entities, regardless of the reason for the termination of Participant's Service and regardless of whether Participant's Service was terminated by Participant or the USAC Entities.

(b) *Reasonableness of Restrictions; Breach and Reformation.* Participant understands and agrees that the restrictions and obligations upon Participant contained in this Agreement are material to the USAC Entities and that this Agreement would not be entered into without these promises from Participant. Participant acknowledges that these restrictions and obligations do not terminate when Participant's Service terminates. Participant understands that the restrictions in Sections 9 and 10 of this Agreement may limit Participant's ability to engage in a business similar to or competitive with the USAC Entities, but acknowledges that Participant will receive sufficient consideration from the USAC Entities under this Agreement to justify such restrictions. Participant further acknowledges that the foregoing restrictions and obligations do not prevent Participant from earning a living with the skills and experience Participant currently possesses. Participant acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement by Participant, and, as such, the USAC Entities shall be entitled to enforce their rights under this Agreement by injunctive relief in addition to all remedies available at law or in equity. It is expressly understood and agreed that Partnership and Participant consider the restrictions and obligations upon Participant contained in this Section 10 to constitute reasonable restraints as to time, geography, and activities involved, and to be necessary for the purposes of preserving and protecting the goodwill, Confidential Information, Protected Relationships, and other legitimate business interests of the USAC Entities. Nevertheless, if any covenant contained in this Section 10 is found by a court of competent jurisdiction to contain limitations as to time, geographic area, or scope of activity that are not reasonable and impose a greater restraint than is necessary to protect the legitimate business interests of the USAC Entities, then the court shall reform the covenant to the extent necessary to cause the limitations contained in the covenant as to time, geographic area, and scope of activity to be restrained to be reasonable and to impose a restraint that is not greater than necessary to protect the legitimate business interests of the USAC Entities. Participant hereby expressly waives, and agrees not to assert, any challenge to any restrictive covenant in this Agreement premised upon insufficiency of consideration, over breadth or unreasonableness, or that any provisions of this Agreement are otherwise void, voidable, or unenforceable or should be voided or held unenforceable.

(c) *Clawback.* If the Participant violates the terms of this Section 10, the violation shall be deemed an Act of Misconduct under the Plan and the Phantom Units, DERs, and Units issuable hereunder, whether vested or unvested and whether or not previously issued, shall be subject to the clawback described in Section 8(o) of the Plan only to the extent that the violation resulted in actual demonstrable harm to one or more of the USAC Entities.

11. Non-Disparagement. The Participant agrees to refrain from making any oral or written statements to a third party about any of: (i) the USAC Entities; or (ii) Energy Transfer LP, Energy Transfer Operating, L.P., or any of its or their affiliates or successors (collectively, the "**Energy Transfer Entities**"), that are slanderous, libelous or defamatory with the effect of damaging the business or reputation of the USAC Entities or the Energy Transfer Entities. If the

Participant violates the terms of this Section 11 the violation shall be deemed an Act of Misconduct under the Plan and the Phantom Units, DERs, and Units issuable hereunder, whether vested or unvested and whether or not previously issued, shall be subject to the clawback described in Section 8(o) of the Plan only to the extent that the violation resulted in actual demonstrable harm to one or more of the USAC Entities or Energy Transfer Entities.

12. Severability. If any provision of this Agreement is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, such provision shall be construed or deemed amended to conform to the applicable law or, if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of this Agreement, such provision shall be stricken as to such jurisdiction, and the remainder of this Agreement shall remain in full force and effect.

13. Tax Consultation. None of the Board, the Committee, the Company or the Partnership has made any warranty or representation to Participant with respect to the income tax consequences of the issuance of the Phantom Units, the DERs, the Units or the transactions contemplated by this Agreement, and the Participant represents that he or she is in no manner relying on such entities or their representatives for tax advice or an assessment of such tax consequences. The Participant understands that the Participant may suffer adverse tax consequences in connection with the Phantom Units and DERs granted pursuant to this Agreement. The Participant represents that the Participant has consulted with any tax consultants that the Participant deems advisable in connection with the Phantom Units and DERs.

14. Amendments, Suspension and Termination. Solely to the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Board or the Committee. Except as provided in the preceding sentence, this Agreement cannot be modified, altered or amended, except by an agreement, in writing, signed by both the Partnership and the Participant.

15. Code Section 409A.

(a) General. This Agreement is intended to comply with the provisions of Section 409A of the Code ("**Section 409A**") and this Agreement and the Plan shall, to the extent practicable, be construed in accordance therewith. Terms defined in this Agreement and the Plan shall have the meanings given such terms under Section 409A if and to the extent required to comply with Section 409A.

(b) Delayed Payment Rule. If and to the extent any portion of any payment provided to the Participant under this Agreement in connection with the Participant's "separation from service" (as defined in Section 409A) is determined to constitute "nonqualified deferred compensation" within the meaning of Section 409A and the Participant is a "specified employee" (as defined in Section 409A(a)(2)(B)(i)), as determined by the Company and the Partnership in accordance with the procedures separately adopted by the Company and the Partnership for this purpose, by which determination the Participant, as a condition to accepting benefits under this Agreement and the Plan, agrees to be bound, such portion of the Phantom Units and, if applicable DERs, to be delivered on a vesting date shall not be delivered before the earlier of (i) the day that is six months plus one day after the date of separation from service (as determined under Section 409A)

or (ii) the tenth (10th) day after the date of the Participant's death (as applicable, the "**New Payment Date**"). Any amount that is otherwise payable within the six (6) month period described in the preceding sentence, will be aggregated and paid in a lump sum without interest. In addition, if a distribution is paid by the Partnership with respect to its common units during the six month period between the Participant's separation from service and the New Payment Date, the Partnership shall calculate the distribution amount that the Participant would have received with respect to each Phantom Unit that is not settled through delivery of a common unit pursuant to this Section 15 during the six (6) month delay period and shall pay such amount, without interest, to the Participant on the New Payment Date.

(c) Separate Payments, No Acceleration. For purposes of Section 409A, each payment or settlement of any portion of the Phantom Units under this Agreement shall be treated as a separate payment of compensation. None of the Company, the Partnership nor the Participant shall have the right to accelerate or defer the delivery of any such Phantom Units except to the extent specifically permitted or required by Section 409A.

(d) No Representation. The Company and the Partnership make no representations or warranty and shall have no liability to the Participant or any other person if any provisions of or payments under this Agreement are determined to constitute deferred compensation subject to Section 409A but not to satisfy the conditions of that section.

16. Adjustments; Clawback. The Participant acknowledges that the Phantom Units are subject to modification and forfeiture in certain events as provided in this Agreement and Section 7 of the Plan. The Participant further acknowledges that the Phantom Units, DERs and Units issuable hereunder, whether vested or unvested and whether or not previously issued, are subject to clawback as provided in Section 8(o) of the Plan.

17. Successors and Assignability. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the USAC Entities. Participant acknowledges and agrees that this Agreement is assignable by the USAC Entities without Participant's further consent. Subject to the restrictions on transfer contained herein, this Agreement shall be binding upon the Participant and his or her heirs, executors, administrators, successors and assigns.

18. Governing Law. THE VALIDITY, CONSTRUCTION, INTERPRETATION AND EFFECT OF THIS INSTRUMENT SHALL BE GOVERNED EXCLUSIVELY BY, AND DETERMINED IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPALS THEREOF), EXCEPT TO THE EXTENT PRE-EMPTED BY FEDERAL LAW, WHICH SHALL GOVERN.

19. Headings. Headings are given to the sections and subsections of this Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Agreement or any provision hereof.

20. Entire Agreement. This Agreement, together with the Plan, constitutes the entire understanding and supersedes any and all other agreements, oral or written, between the parties hereto, in respect of the subject matter of this Agreement and embodies the entire understanding of the parties with respect to the subject matter hereof; *provided, however* that this Agreement

supplements and does not modify or supersede any other agreements Participant has with the USAC Entities or any other obligations of Participant to the USAC Entities relating to assignment of intellectual property, non-disparagement, non-disclosure, non-competition, or non-solicitation.

*[Signature page follows]*

The Participant's signature below indicates the Participant's agreement with and understanding that this Award is subject to all of the terms and conditions contained in the Plan and in this Agreement, and that, in the event that there are any inconsistencies between the terms of the Plan and the terms of this Agreement, the terms of this Agreement shall control. The Participant further acknowledges that the Participant has read and understands the Plan and this Agreement, which contains the specific terms and conditions of this grant of Phantom Units. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Agreement.

**USA COMPRESSION PARTNERS, LP**  
a Delaware limited partnership

By: USA Compression GP, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name:  
Title:

**“PARTICIPANT”**

\_\_\_\_\_  
EMPLOYEE\*\*\*\*\*



**Exhibit A**

**Form of Release Agreement**

(Attached)

## FULL RELEASE AND WAIVER OF CLAIMS

This Full Release and Waiver of Claims (the "Agreement") is by and between USA Compression Management Services, LLC ("USAC") on behalf of itself and its parents, its subsidiaries and affiliates (collectively with USAC the "Partnership") and \_\_\_\_\_ ("Employee"). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to such terms in the Retention Agreement (as that term is defined in the recitals below).

WHEREAS, on November \_\_, 2018, Employee entered into a Retention Phantom Unit Agreement (the "Retention Agreement") with USA Compression Partners, LP, an affiliate of USAC;

WHEREAS, the Partnership informed Employee in the Retention Agreement that Employee would be required to properly and fully execute a waiver and release of claims against the Partnership, and if the Employee did not execute such release the Employee would not be eligible to receive the Release Payment referenced in the Retention Agreement; and

WHEREAS, in order to achieve a final and amicable resolution to the Release Payment referenced in the Retention Agreement, the Partnership has agreed, in accordance with the terms and conditions of this Agreement as set forth below, to provide the Release Payment to the Employee pursuant to the terms of the Retention Agreement and this Agreement in exchange for the Employee's full and proper execution of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Release Payment.** In accordance with Section 4 of the Retention Agreement, Employee is eligible for a Release Payment in the amount of \$ \_\_\_\_\_, less all applicable taxes and required governmental withholdings, contingent upon the full and proper execution of this Agreement.
2. **Consideration for Signing.** As consideration for this Agreement the Partnership agrees to the following:
  - (a) Employee will receive the Release Payment, less all applicable taxes and required governmental withholdings. The Release Payment shall be made as soon as reasonably practicable after the Effective Date as defined herein.
  - (b) The consideration given to Employee hereunder in the form of the Release Payment is expressly conditioned upon Employee's full compliance with the terms and conditions set forth herein.
3. **Release of Claims.** Employee stipulates, agrees, and understands that for and in consideration of the mutual covenants set forth in this Agreement, specifically including the payments and considerations set forth in Section 2 above, the same

being good and valuable consideration, Employee hereby acting of Employee's own free will, voluntarily and on behalf of him or herself, Employee's heirs, administrators, executors, successors and assigns, RELEASES, ACQUITS and forever DISCHARGES the Partnership and its respective past and present parents, subsidiaries, affiliates, specifically including USA Compression GP, LLC and Energy Transfer LP, partners, directors, officers, owners, shareholders, successors, employees, predecessors, joint employers, successor employers and agents, and each of them (collectively "Released Parties"), of and from any and all debts, obligations, claims, counterclaims, demands, judgments, and/or causes of action of any kind whatsoever, including under the Retention Agreement (whether known or unknown, in tort, contract, at law or in equity, by statute or regulation, or on any basis), based on facts occurring at any time before, or at the time of, Employee's signing of this Agreement, for any damages or other remedies of any kind, including, without limitation, direct or indirect, consequential, compensatory, actual, punitive, or any other damages, attorneys' fees, expenses, reimbursements, costs of any kind or reinstatement of any of the foregoing. This release includes, but is not limited to, any and all rights or claims, demands, and/or causes of action arising out of Employee's employment with the Partnership, or relating to purported employment discrimination, retaliation or violations of civil rights, if any, including, but not limited to, claims arising under Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, The Lilly Ledbetter Fair Pay Act of 2009, the Older Workers Benefit Protection Act of 1990, the Americans With Disabilities Act of 1990, Executive Order 11246, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, the Family and Medical Leave Act, the Sarbanes-Oxley Act of 2002, or any other applicable federal, state, or local statute or ordinance or any other claim, whether statutory or based on common law, arising by reason of Employee's employment with the Partnership or circumstances related thereto, or by reason of any other matter, cause, or thing whatsoever, from the first date of employment with the Partnership to the date and time of execution of this Agreement.

Excluded from this Agreement are any claims that cannot be waived by law, including but not limited to, the right to file a charge with or participate in an investigation conducted by the Equal Employment Opportunity Commission or any applicable federal, state, or local government agency and to recover any appropriate relief in any such proceeding. Employee is waiving, however, the right to any monetary recovery or relief should the Equal Employment Opportunity Commission or any other agency or commission pursue any claims on Employee's behalf.

Employee has a period of twenty-one (21) days in which to consider this Agreement. Employee may choose to sign this Agreement prior to the expiration of the twenty-one (21) day period, but is not required to do so. Once Employee signs the Agreement, Employee shall have a period of seven (7) days from the date Employee signs the Agreement to revoke the Agreement. The Agreement shall not become effective or enforceable until the eighth day after Employee signs the Agreement (the "Effective Date"). To revoke this Agreement,

Employee must provide written notice of revocation to Sean Kimble, 100 Congress Ave., Suite 450, Austin, Texas 78701 before 11:59 p.m., Austin, Texas time on the last day of the seven (7) day revocation period. No payments under this Agreement shall be due until the expiration of the seven (7) day revocation period. The Employee is expressly advised and encouraged to exercise the Employee's right to consult with an attorney of the Employee's choice in considering whether to sign this Agreement. The Employee affirms that the Employee (i) has consulted or had an opportunity to consult with an attorney or a representative of Employee's choosing; and (ii) is not relying on any advice from the Partnership or its agents or attorneys in Employee's decision to execute this Agreement. Employee further acknowledges that he/she has carefully read this Agreement, that the Employee understands the contents and meaning of this Agreement and that Employee's execution of this Agreement is knowing and voluntary.

4. **Not An Employment Agreement.** This Agreement is not, and nothing herein shall be deemed to create, a contract of employment between the Employee and the Partnership. Subject to the terms of this Agreement, the Employee may terminate the Employee's employment with the Partnership at any time, and the Partnership may terminate the Employee's employment at any time, for cause or other than for cause, and such right is specifically reserved.
5. **Confidentiality of Agreement.** Employee agrees not to discuss, disclose or otherwise communicate any of the terms of this Agreement, including without limitation the amounts of the payments or other consideration provided, to anyone except to Employee's attorney, tax advisor and Employee's spouse, if any, or as required by law. Employee understands and agrees that, as a result of this binding promise of strict confidentiality, Employee may not hereafter discuss or otherwise communicate with, among other persons, any of the Partnership's current or former employees regarding the terms, including the payments or other consideration, included in this Agreement.
6. **Non-Admission.** This Agreement, and the payment of money and other consideration provided by the Partnership under this Agreement, is not an admission or indication of any wrongdoing by the Partnership or the Employee.
7. **Entire Agreement.** Employee agrees that this Agreement constitutes the complete agreement between the parties and that no other representations have been made by the Partnership and that the terms hereof may not be modified except by a written instrument signed by the Partnership and the Employee.
8. **Severability.** In the event that any provision of this Agreement should be held to be void, voidable, or unenforceable, the remaining portions hereof shall remain in full force and effect.
9. **Interpretation Under State Law.** This Agreement shall be construed under the laws of the State of Texas without regard to the conflicts of laws provisions thereunder.

10. **Headings.** The headings used in this Agreement are inserted solely for convenience and shall not be used to interpret the meaning of this document.
11. **Knowing and Voluntary.** By signing below, Employee knowingly and voluntarily accepts this Agreement and does so of Employee's own free will.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the Effective Date.

**PARTNERSHIP:**

USA COMPRESSION PARTNERS, LP

a Delaware limited partnership

By: USA Compression GP, LLC  
Its: General Partner

\_\_\_\_\_  
Sean Kimble, Vice  
President of Human Resources

Dated: \_\_\_\_\_

**EMPLOYEE:**

\_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Please return executed originals of this Agreement by regular mail to Sean Kimble, 100 Congress Ave., Suite 450, Austin, Texas 78701.

**USA COMPRESSION GP, LLC**  
**AMENDED AND RESTATED**  
**OUTSIDE DIRECTOR COMPENSATION POLICY**

Members of the Board of Directors (the “Board”) of USA Compression GP, LLC (the “General Partner”) who are not direct or indirect employees of USA Compression GP, LLC or any affiliate or subsidiary of the General Partner or USA Compression Partners, LP (the “Partnership”) (“Outside Directors”) shall be entitled to compensation for their services as a director in accordance with this Amended and Restated Outside Director Compensation Policy (“Policy”). Notwithstanding the foregoing, directors who are appointed to the Board pursuant to a contractual board representation agreement shall not be included in the definition of “Outside Director” pursuant to this Policy. For purposes of clarity, as of the effective date of this Policy, any director who is appointed pursuant to that certain Board Representation Agreement by and between the Partnership, the General Partner, Energy Transfer Equity, L.P., a Delaware limited partnership, and EIG Veteran Equity Aggregator, L.P. effective April 2, 2018 shall not receive compensation pursuant to this Policy.

1. Annual Retainer. Each Outside Director shall be entitled to an annual retainer, in the amount of, \$100,000 per calendar year, payable quarterly in arrears.
2. Committees. Each Outside Director serving on the following committees of the Board shall be entitled to an annual retainer in the amount set forth below, payable quarterly in arrears:

Audit Committee	Chairman - \$25,000 Members - \$15,000
Compensation Committee	Chairman - \$15,000 Members - \$7,500

3. Special or Conflicts Committee Engagements. Each Outside Director serving on a Special or Conflicts Committee of the Board shall be entitled to additional compensation in the amount of a fixed sum for each matter referred to such committee. Such sum shall be determined by the Board at the time of each such engagement, payable at the end of the quarter in which each such engagement is concluded, regardless of the number of meetings.
  4. Phantom Units.
    - a) Each Outside Director who is elected or appointed to the Board for the first time after the date of the adoption of this Policy shall automatically on the date of his or her election or appointment be granted an initial award of 2,500 Phantom Units under the USA Compression Partners, LP 2013 Long-Term Incentive Plan, as may be amended and/or restated from time to time, or such other approved long-term incentive plan, as applicable (the “LTIP”). Each Award shall be subject to a
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Restricted Period of five (5) years with 60% of the Award vesting on the third December 5<sup>th</sup> following the date of the Award and remaining 40% on the fifth December 5<sup>th</sup> following the date of the Award, provided that all unvested Awards shall fully vest upon the occurrence of: (i) the death or Disability of the Outside Director; or (ii) a Change of Control of the Company as that term is defined from time to time under the LTIP. Unless otherwise defined herein, all capitalized terms used in this paragraph shall have the meaning ascribed to such terms in the LTIP.

- b) Automatically on the first business day of each calendar year, each Outside Director shall be entitled to an Award under the Plan of such number of Phantom Units equal to \$100,000 divided by (a) the closing price of the common units of the Partnership on the New York Stock Exchange on such grant date or (b) the Fair Market Value of a common unit as otherwise determined by the Board. Each Award shall be subject to a Restricted Period of five (5) years with 60% of the Award vesting on the third December 5<sup>th</sup> following the date of the Award and remaining 40% on the fifth December 5<sup>th</sup> following the date of the Award, provided that all unvested Awards shall fully vest upon the occurrence of: (i) the death or Disability of the Outside Director; or (ii) a Change of Control of the Company as that term is defined from time to time under the LTIP. Unless otherwise defined herein, all capitalized terms used in this paragraph shall have the meaning ascribed to such terms in the LTIP.

**USA COMPRESSION PARTNERS, LP  
2013 LONG-TERM INCENTIVE PLAN**

**FORM OF DIRECTOR PHANTOM UNIT AGREEMENT**

Pursuant to this Phantom Unit Agreement, dated as of the Grant Date identified in the Grant Notice below (this “**Agreement**”), USA Compression GP, LLC (the “**Company**”), as the general partner of USA Compression Partners, LP (the “**Partnership**”), hereby grants to \_\_\_\_\_ (the “**Participant**”) the following award of Phantom Units (“**Phantom Units**”), pursuant and subject to the terms and conditions of this Agreement and the USA Compression Partners, LP 2013 Long-Term Incentive Plan, as may be amended and/or restated from time to time (the “**Plan**”), the terms and conditions of which are hereby incorporated into this Agreement by reference. Each Phantom Unit shall constitute a Phantom Unit under the terms of the Plan and is hereby granted in tandem with a corresponding distribution equivalent right (“**DER**”), as further detailed in Section 3 below. Except as otherwise expressly provided herein, all capitalized terms used in this Agreement, but not defined, shall have the meanings provided in the Plan.

**GRANT NOTICE**

Subject to the terms and conditions of this Agreement, the principal features of this Award are as follows:

**Number of Phantom Units:** \_\_\_\_ Phantom Units

**Grant Date:** \_\_\_\_\_

**Vesting of Phantom Units:** Phantom Units shall vest incrementally with 60% of the Phantom Units vesting on December 5, 20\_\_ and the remaining 40% on December 5, 20\_\_, subject in each case to the Participant continuing in Service through the applicable vesting date; provided that the Phantom Units shall be subject to accelerated vesting in certain circumstances as set forth in Section 4 below.

**Forfeiture of Phantom Units:** In the event of a cessation of the Participant’s Service for any reason other than those set forth in Section 4, all Phantom Units that have not vested prior to or in connection with such cessation of Service shall thereupon automatically be forfeited by the Participant without further action and without payment of consideration therefor.

**Payment of Phantom Units:** Vested Phantom Units shall be paid to the Participant in the form of Units as set forth in Section 5 below.

**DERs:** Each Phantom Unit granted under this Agreement shall be issued in tandem with a corresponding DER, which shall entitle the Participant to receive payments in an amount equal to the Partnership distributions in accordance with Section 3 below.

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## TERMS AND CONDITIONS OF PHANTOM UNITS

1. Grant. The Company hereby grants to the Participant, as of the Grant Date, an award of Phantom Units in the amount set forth in the Grant Notice above, subject to all of the terms and conditions contained in this Agreement and the Plan.

2. Phantom Units. Subject to Section 4 below, each Phantom Unit that vests shall represent the right to receive payment, in accordance with Section 5 below, in the form of one (1) Unit. Unless and until a Phantom Unit vests, the Participant will have no right to payment in respect of such Phantom Unit. Prior to actual payment in respect of any vested Phantom Unit, such Phantom Unit will represent an unsecured obligation of the Partnership, payable (if at all) only from the general assets of the Partnership.

3. Grant of Tandem DER. Each Phantom Unit granted hereunder is hereby granted in tandem with a corresponding DER, which shall remain outstanding from the Grant Date until the earlier of the payment or forfeiture of the related Phantom Unit. Each DER shall entitle the Participant to receive payments, subject to and in accordance with this Agreement, in an amount equal to any distributions made by the Partnership following the Grant Date and while the DER is outstanding in respect of the Unit underlying the Phantom Unit to which such DER relates. The Company shall make each such payment to the Participant in cash as soon as reasonably practicable, but not later than forty-five days after each such distribution is paid by the Partnership.

4. Vesting and Forfeiture.

(a) *Vesting*. Subject to remaining provisions in this Section 4, the Phantom Units shall vest in such amounts and at such times as are set forth in the Grant Notice above.

(b) *Change of Control*. If a Change in Control, as that term is defined from time to time under the Plan, occurs after the Grant Date, then 100% of the then-unvested Phantom Units shall vest in full as of immediately prior to such event.

(c) *Death or Disability*. No portion of the Phantom Units shall be forfeited as a result of the occurrence, prior to the end of the Restricted Period, of the Participant's death or Disability. Instead, in the event of the Participant's death or Disability, 100% of the then-unvested Phantom Units shall vest in full immediately prior to such death or Disability.

(d) *Forfeiture*. Notwithstanding the foregoing, in the event of a cessation of the Participant's Service for any reason other than those set forth above in this Section 4, all Phantom Units that have not vested prior to or in connection with such cessation of Service shall thereupon automatically be forfeited by the Participant without further action and without payment of consideration therefor. No portion of the Phantom Units which has not become vested at the date of the Participant's cessation of Service shall thereafter become vested.

(e) *Payment*. Vested Phantom Units shall be subject to the payment provisions set forth in Section 5 below.

5. Payment of Phantom Units and DERs.

(a) *Phantom Units.* Unpaid, vested Phantom Units shall be paid to the Participant in the form of Units in a lump-sum as soon as reasonably practical following the vesting date, but not later than twenty-five (25) days, following the date on which such Phantom Units vest. Payments of any Phantom Units that vest in accordance herewith shall be made to the Participant (or in the event of the Participant's death, to the Participant's estate) in whole Units in accordance with this Section 5. The settlement of Phantom Units will be subject to all tax withholding requirements.

(b) *DERs.* Subject to any tax withholding, DERs shall be paid to the Participant as provided above in Section 3.

6. Rights as Unit Holder. Neither the Participant nor any person claiming under or through the Participant shall have any of the rights or privileges of a holder of Units in respect of any Units that may become deliverable hereunder unless and until certificates representing such Units shall have been issued or such Units shall have been recorded in book entry form on the records of the Partnership or its transfer agents or registrars, and delivered in certificate or book entry form to the Participant or any person claiming under or through the Participant.

7. Partnership Agreement. Units issued upon payment of the Phantom Units shall be subject to the terms of the Plan and the Partnership Agreement. Upon the issuance of Units to the Participant, the Participant shall, automatically and without further action on his or her part, (i) be admitted to the Partnership as a Limited Partner (as defined in the Partnership Agreement) with respect to the Units, and (ii) become bound, and be deemed to have agreed to be bound, by the terms of the Partnership Agreement.

8. Non-Disparagement. The Participant agrees to refrain from making any oral or written statements to a third party about the Company, the Partnership, or any of their Affiliates that are slanderous, libelous or defamatory with the effect of damaging the business or reputation of the Company, the Partnership, or any of their Affiliates. If the Participant violates the terms of this Section 8, the violation shall be deemed an Act of Misconduct under the Plan and the Phantom Units, DERs, and Units issuable hereunder, whether vested or unvested and whether or not previously issued, shall be subject to the clawback described in the Plan only to the extent that the violation resulted in actual demonstrable harm to the Company, the Partnership, or any of their Affiliates.

9. Severability. If any provision of this Agreement is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, such provision shall be construed or deemed amended to conform to the applicable law or, if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of this Agreement, such provision shall be stricken as to such jurisdiction, and the remainder of this Agreement shall remain in full force and effect.

10. Tax Consultation. None of the Board, the Committee, the Company or the Partnership has made any warranty or representation to Participant with respect to the income tax consequences of the issuance of the Phantom Units, the DERs, the Units or the transactions contemplated by this Agreement, and the Participant represents that he or she is in no manner relying on such entities or their representatives for tax advice or an assessment of such tax

consequences. The Participant understands that the Participant may suffer adverse tax consequences in connection with the Phantom Units and DERs granted pursuant to this Agreement. The Participant represents that the Participant has consulted with any tax consultants that the Participant deems advisable in connection with the Phantom Units and DERs.

11. Amendments, Suspension and Termination. Solely to the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Board or the Committee. Except as provided in the preceding sentence, this Agreement cannot be modified, altered or amended, except by an agreement, in writing, signed by both the Partnership and the Participant.

12. Code Section 409A.

(a) General. This Agreement is intended to comply with the provisions of Section 409A of the Code (“**Section 409A**”) and this Agreement and the Plan shall, to the extent practicable, be construed in accordance therewith. Terms defined in this Agreement and the Plan shall have the meanings given such terms under Section 409A if and to the extent required to comply with Section 409A.

(b) Delayed Payment Rule. If and to the extent any portion of any payment provided to the Participant under this Agreement in connection with the Participant’s “separation from service” (as defined in Section 409A) is determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A and the Participant is a “specified employee” (as defined in Section 409A(a)(2)(B)(i)), as determined by the Company and the Partnership, by which determination the Participant, as a condition to accepting benefits under this Agreement and the Plan, agrees to be bound, such portion of the Phantom Units and, if applicable DERs, to be delivered on a vesting date shall not be delivered before the earlier of (i) the day that is six months plus one day after the date of separation from service (as determined under Section 409A) or (ii) the tenth (10th) day after the date of the Participant’s death (as applicable, the “**New Payment Date**”). Any amount that is otherwise payable within the six (6) month period described in the preceding sentence, will be aggregated and paid in a lump sum without interest. In addition, if a distribution is paid by the Partnership with respect to its Units during the six month period between the Participant’s separation from service and the New Payment Date, the Partnership shall calculate the distribution amount that the Participant would have received with respect to each Phantom Unit that is not settled through delivery of a Unit pursuant to this Section 12 during the six (6) month delay period and shall pay such amount, without interest, to the Participant on the New Payment Date.

(c) Separate Payments, No Acceleration. For purposes of Section 409A, each payment or settlement of any portion of the Phantom Units under this Agreement shall be treated as a separate payment of compensation. None of the Company, the Partnership nor the Participant shall have the right to accelerate or defer the delivery of any such Phantom Units except to the extent specifically permitted or required by Section 409A.

(d) No Representation. The Company and the Partnership make no representations or warranties and shall have no liability to the Participant or any other person if any provisions of or payments under this Agreement are determined to constitute

deferred compensation subject to Section 409A but not to satisfy the conditions of that section.

13. Successors and Assigns. This Agreement shall inure to the benefit of the successors and assigns of the Company and the Partnership. Subject to the restrictions on transfer contained herein, this Agreement shall be binding upon the Participant and his or her heirs, executors, administrators, successors and assigns.

14. Governing Law. The validity, construction, and effect of this Agreement and any rules and regulations relating to this Agreement shall be determined in accordance with the laws of the State of Delaware without regard to its conflicts of laws principles.

15. Headings. Headings are given to the sections and subsections of this Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Agreement or any provision hereof.

*[Signature page follows]*

The Participant's signature below indicates the Participant's agreement with and understanding that this Award is subject to all of the terms and conditions contained in the Plan and in this Agreement, and that, in the event that there are any inconsistencies between the terms of the Plan and the terms of this Agreement, the terms of the Agreement shall control. The Participant further acknowledges that the Participant has read and understands the Plan and this Agreement, which contains the specific terms and conditions of this grant of Phantom Units. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Agreement.

**USA Compression Partners, LP**  
a Delaware limited partnership

By: USA Compression GP, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name:  
Title:

**“PARTICIPANT”**

\_\_\_\_\_  
DIRECTOR\*\*\*\*\*

**USA COMPRESSION PARTNERS, LP  
2013 LONG-TERM INCENTIVE PLAN**

**FORM OF EMPLOYEE PHANTOM UNIT AGREEMENT**

Pursuant to this Employee Phantom Unit Agreement, dated as of Grant Date identified in the Grant Notice below (this “**Agreement**”), USA Compression GP, LLC (the “**Company**”), as the general partner of USA Compression Partners, LP (the “**Partnership**”), hereby grants to \_\_\_\_\_ (the “**Participant**”) the following award of Phantom Units (“**Phantom Units**”), pursuant and subject to the terms and conditions of this Agreement and the USA Compression Partners, LP 2013 Long-Term Incentive Plan, as amended (the “**Plan**”), the terms and conditions of which are hereby incorporated into this Agreement by reference. The Company, the Partnership, and its and their subsidiaries are collectively referred to as the “**USAC Entities**” and each a “**USAC Entity**.” Except as otherwise expressly provided herein, all capitalized terms used in this Agreement, but not defined, shall have the meanings provided in the Plan.

**GRANT NOTICE**

Subject to the terms and conditions of this Agreement, the principal features of this Award are as follows:

**Number of Phantom Units:** \_\_\_\_\_ Phantom Units

**Grant Date:** \_\_\_\_\_

**Vesting of Phantom Units:** Phantom Units shall vest incrementally with 60% of the Phantom Units vesting on December 5, 20\_\_ and the remaining 40% on December 5, 20\_\_, subject in each case to the Participant continuing in Service through the applicable vesting date; provided that the Phantom Units shall be subject to accelerated vesting in certain circumstances as set forth in Section 4 below.

**Forfeiture of Phantom Units:** In the event of a cessation (not including any approved leave of absence) of the Participant’s Service for any reason, all Phantom Units that have not vested prior to or in connection with such cessation of Service shall thereupon automatically be forfeited by the Participant without further action and without payment of consideration therefor.

**Settlement of Phantom Units:** Upon vesting, the Participant shall be entitled to receive, with respect to each vested Phantom Unit, one (1) Unit as set forth in Section 5 below.

## TERMS AND CONDITIONS OF PHANTOM UNITS

1. Grant. The Company hereby grants to the Participant, as of the Grant Date, an award of Phantom Units in the amount set forth in the Grant Notice above, subject to all of the terms and conditions contained in this Agreement and the Plan.

2. Phantom Units. Each Phantom Unit shall represent the right to receive, following (i) vesting of such Phantom Unit in accordance with Section 4 below, and (ii) settlement of such Phantom Unit in accordance with Section 5 below, one (1) Unit. Unless and until a Phantom Unit vests, the Participant will have no right to payment in respect of such Phantom Unit. Prior to settlement of any vested Phantom Unit, such Phantom Unit will represent an unsecured obligation of the Partnership, payable (if at all) only from the general assets of the Partnership.

3. Distribution Equivalent Rights. Each Phantom Unit granted hereunder is hereby granted in tandem with a corresponding Distribution Equivalent Right (a “**DER**”), which shall remain outstanding from the Grant Date until the earlier of the settlement, as described in Section 5 below, or forfeiture of the related Phantom Unit. Each DER shall entitle the Participant to receive payments, subject to and in accordance with this Agreement, in an amount equal to any distributions made by the Partnership following the Grant Date and while the DER is outstanding in respect of the Unit underlying the Phantom Unit to which such DER relates, which amounts shall be paid to the Participant promptly following the date each such distribution is made by the Partnership to its unitholders but not later than March 15 of the calendar year in which such distribution is made, subject to any tax withholding. Upon the forfeiture or settlement of an underlying Phantom Unit, the associated DER will automatically expire and no further payments shall be made with respect to such DER, except with respect to amounts not yet paid with respect to distributions made by the Partnership to its unitholders prior to the date of such forfeiture or settlement.

4. Vesting and Forfeiture.

(a) *Vesting.* Subject to remaining provisions in this Section 4, the Phantom Units shall vest in such amounts and at such times as are set forth in the Grant Notice above.

(b) *Death or Disability.* No portion of the Phantom Units shall be forfeited as a result of the occurrence, prior to the end of the Restricted Period, of the Participant’s death or Disability. Instead, in the event of the Participant’s death or Disability, one hundred percent (100%) of the then-unvested Phantom Units shall vest in full immediately prior to such death or Disability.

(c) *Qualified Retirement.* If the Participant has at least ten years of Service on the date the Participant terminates employment with the Partnership, or one of its affiliates or subsidiaries, voluntarily due to retirement, the Participant will be eligible for the accelerated vesting of this Award per the following schedule:

- If the Participant is age 65-68 on the Participant’s termination date, then 40% of the remaining unvested Phantom Units under this Agreement at the time of the Participant’s retirement shall be vested on that date.

- If the Participant is over age 68 on the Participant's termination date, then 50% of the remaining unvested Phantom Units under this Agreement at the time of the Participant's retirement shall be vested on that date.

(d) *Change in Control.* If a Change in Control, as that term is defined from time to time under the Plan, occurs after the Grant Date, then 100% of the then-unvested Phantom Units shall vest in full as of immediately prior to such event.

(e) *Forfeiture.* Notwithstanding the foregoing, and except as provided in this Section 4 above, in the event of a cessation (not including any approved leave of absence) of the Participant's Service for any reason, all Phantom Units that have not vested prior to or in connection with such cessation of Service shall thereupon automatically be forfeited by the Participant without further action and without payment of consideration therefor. No portion of the Phantom Units which has not become vested at the date of the Participant's cessation (not including any approved leave of absence) of Service shall thereafter become vested.

5. Settlement of Phantom Units. The Company or the Partnership shall deliver or cause to be delivered to the Participant (or in the event of the Participant's death, to the Participant's estate) one whole Unit for each vested Phantom Unit, subject to applicable tax withholdings, as soon as reasonably practical following the date on which such Phantom Units vest. For purposes of the preceding sentence, if a Participant is eligible to separate from Service due to a Qualified Retirement then (i) the Participant shall only receive payment following the Participant's separation from Service, and (ii) such payment shall be subject to the delayed payment provision in Section 15(b) below. In lieu of the foregoing, the Committee may elect in its discretion to pay the Phantom Units in cash equal to the Fair Market Value of the Units that would otherwise be distributed as of the date of vesting.

6. Rights as a Unit Holder. Neither the Participant nor any person claiming under or through the Participant shall have any of the rights or privileges of a holder of Units in respect of any Units that may become deliverable hereunder unless and until certificates representing such Units shall have been issued or recorded in book entry form on the records of the Partnership or its transfer agents or registrars, and delivered in certificate or book entry form to the Participant or any person claiming under or through the Participant.

7. Partnership Agreement. Units issued upon payment of the Phantom Units shall be subject to the terms of the Plan and the Partnership Agreement. Upon the issuance of Units to the Participant, the Participant shall, automatically and without further action on his or her part, (i) be admitted to the Partnership as a Limited Partner (as defined in the Partnership Agreement) with respect to the Units, and (ii) become bound, and be deemed to have agreed to be bound, by the terms of the Partnership Agreement.

8. No Right to Continued Employment. Nothing in this Agreement or in the Plan shall be construed as giving the Participant the right to be retained in the employ or service of the Company or any Affiliate thereof or establish standards regarding the termination from employment of the Participant. Furthermore, the Company and its Affiliates may at any time dismiss the Participant from employment or consulting free from any liability or any claim under the Plan or this Agreement, unless otherwise expressly provided in the Plan, this Agreement or any other written agreement between the Participant and the Company or an Affiliate thereof.

9. Confidentiality and Access to Confidential Information



(a) *Participant's Receipt of and Access to Confidential Information and Protected Relationships.* In connection with Participant's Service to one or more of the USAC Entities, such USAC Entities have provided and will continue to provide Participant access to, and/or allow Participant the opportunity to develop, confidential information of the USAC Entities, including certain information pertaining to the USAC Entities' past, current, and future: business plans, corporate opportunities, operations, acquisition, merger or sale strategies; production, product development, product names and marks; marketing, costs, pricing, financial performance, business plans, and strategic plans; financial statements and all information relating to financial activities, assets, and liabilities; operation or production procedures or results; trade secrets; partners, partnership or other business arrangements or agreements with third parties; customers including their identities, contact persons, sales volumes, preferences, requirements, history, and contracts; and technical information, including equipment, drawings, blueprints, services and processes, along with any other information relating to the USAC Entities' business that is treated by the USAC Entities as confidential (all of the foregoing collectively, "**Confidential Information**"). The USAC Entities will also provide Participant access to, and the opportunity to develop, business relationships with the USAC Entities' customers, clients, and partners with whom the USAC Entities have developed goodwill and to which Participant would not otherwise have access (collectively, "**Protected Relationships**"). Participant acknowledges and agrees that even if Participant creates or adds to any Confidential Information or Protected Relationships, Participant is being compensated to do so under Participant's Service with the USAC Entities and any such information is and will remain the property of the USAC Entities.

(b) *Participant's Obligations of Non-Use and Non-Disclosure.* Participant acknowledges that the business of the USAC Entities is highly competitive and that the Confidential Information and opportunity to develop Protected Relationships are valuable, special, and unique assets of the USAC Entities which they use in their business to obtain a competitive advantage over their competitors which do not know or use this information. Participant further acknowledges that protection of the Confidential Information and Protected Relationships against unauthorized disclosure and use is of critical importance to the USAC Entities in maintaining their competitive position. Accordingly, Participant hereby agrees that Participant will not, at any time during or after Participant's Service to any of the USAC Entities, make any unauthorized disclosure of any Confidential Information or make any use thereof or of the Protected Relationships, except for the benefit of, and on behalf of, the USAC Entities.

(c) *Third-Party Information.* Participant acknowledges that, as a result of Participant's Service, Participant has had and will continue to have access to, or knowledge of, confidential business information or trade secrets of third parties, such as customers, clients, vendors, suppliers, partners, joint venturers, and the like, of the USAC Entities. Participant agrees to preserve and protect the confidentiality of such third-party confidential information and trade secrets to the same extent, and on the same basis, as the Confidential Information.

(d) *Return of Documents and Electronic Data.* All written or electronic or other data or materials, records and other documents made by, or coming into the possession of, Participant during the period of Participant's Service which contain or disclose the Confidential Information and/or Protected Relationships shall be and remain the property of the USAC Entities. Upon request, and in any event without request upon termination of Participant's Service for any reason, Participant shall promptly shall deliver the same, and all copies, derivatives and extracts thereof, to the USAC Entities.

(e) *Restriction Limitations.* Notwithstanding the foregoing or anything herein to the contrary, Participant acknowledges and agrees that (i) nothing contained in this Agreement will prohibit Participant from filing a charge with, reporting possible violations of federal law or regulation to, participating in any investigation by, or cooperating with any governmental agency or entity or making other disclosures that are protected under the whistleblower provisions of applicable law or regulation; (ii) nothing in this Agreement is intended to or will prevent Participant from communicating directly with, cooperating with, or providing information (including trade secrets) in confidence to, any federal, state or local government regulator (including, but not limited to, the U.S. Securities and Exchange Commission, the U.S. Commodity Futures Trading Commission, or the U.S. Department of Justice) for the purpose of reporting or investigating a suspected violation of law, or from providing such information to Participant's attorney or in a sealed complaint or other document filed in a lawsuit or other governmental proceeding; and (iii) pursuant to 18 USC Section 1833(b), Participant will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (2) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

10. Non-Solicitation

(a) *Consideration for Restrictive Covenants.* The restrictive covenants contained in this Section 10 are supported by consideration to Participant from the USAC Entities as specified in this Agreement, including, but not limited to, the consideration provided in Sections 1 and 9. Participant agrees that the restrictive covenants contained in this Section 10 are in exchange for the consideration specified herein, as a material incentive for the Partnership to enter into this Agreement, to help enforce Participant's agreement not to use or disclose Confidential Information and Protected Relationships as set forth in Section 9, and to protect the USAC Entities' goodwill which Participant will help develop during Participant's period of Service.

(b) *Non-Solicitation of Employees.* During the Restrictive Covenant Period (as defined below), Participant shall not, on Participant's own behalf or on behalf of any other person, partnership, entity, association, or corporation, hire or seek to hire any employee of the USAC Entities or in any other manner attempt directly or indirectly to influence, induce, or encourage any employee of the USAC Entities to leave the employment of the USAC Entities, nor shall Participant use or disclose to any person, partnership, entity, association, or corporation any information concerning the names, addresses, or personal telephone numbers of any employees of the USAC Entities for the purpose of soliciting such employee for potential employment or services on behalf of any person or entity other than the USAC Entities.

(c) *Non-Solicitation of Customers, Vendors, and Business Partners.*  
During the Restrictive Covenant Period, Participant shall not, on Participant's own behalf or on behalf of any other person, partnership, entity, association, or corporation, directly or indirectly:

i. influence, induce, solicit or encourage any potential or actual customer, actual vendor, or actual business partner of the USAC Entities to abandon, reduce, or materially change its business relationship with the USAC Entities, or

ii. provide products or services related to the Restricted Business (as defined below) to any potential or actual customer or actual business partner of the USAC Entities.

During the post-Service period of the Restrictive Covenant Period, this Section 10(c) shall only restrict Participant's activities with respect to (i) actual or potential customers and actual business partners of the USAC Entities with whom Participant had direct contact or business dealings or indirect contact or business dealings (through the supervision of other employees) in the twenty-four (24) months preceding the termination of Participant's Service for any reason, or (ii) actual or potential customers and actual business partners of the USAC Entities about whom Participant learned Confidential Information in the twenty-four (24) months preceding the termination of Participant's Service for any reason.

(d) *Definitions.*

i. *Restricted Business.* The Restricted Business is defined as the products and services provided or proposed to be provided by the USAC Entities during Participant's Service and which Participant (i) was directly involved or indirectly involved through the supervision of other employees; or (ii) about which Participant received Confidential Information.

ii. *Restrictive Covenant Period.* The Restrictive Covenant Period is defined as the period of time during Participant's Service to any USAC Entity and continuing for one (1) year after the date Participant is no longer employed by or providing Services to any of the USAC Entities, regardless of the reason for the termination of Participant's Service and regardless of whether Participant's Service was terminated by Participant or the USAC Entities.

(e) *Reasonableness of Restrictions; Breach and Reformation.* Participant understands and agrees that the restrictions and obligations upon Participant contained in this Agreement are material to the USAC Entities and that this Agreement would not be entered into without these promises from Participant. Participant acknowledges that these restrictions and obligations do not terminate when Participant's Service terminates. Participant understands that the restrictions in Sections 9 and 10 of this Agreement may limit Participant's ability to engage in a business similar to or competitive with the USAC Entities, but acknowledges that Participant will receive sufficient consideration from the USAC Entities under this Agreement to justify such restrictions. Participant further acknowledges that the foregoing restrictions and obligations do not prevent Participant from earning a living with the skills and experience Participant currently possesses. Participant acknowledges that money damages would not be a sufficient remedy for any breach of this Agreement by Participant, and, as such, the USAC Entities shall be entitled to enforce their rights under this Agreement by injunctive relief in addition to all remedies available at law or in equity. It is expressly understood and agreed that Partnership and Participant consider the restrictions and obligations upon Participant contained in this Section 10 to constitute reasonable restraints as to time, geography, and activities involved, and to be necessary for the purposes of preserving and protecting the goodwill, Confidential Information, Protected Relationships, and other legitimate business interests of the USAC Entities. Nevertheless, if any covenant contained in this Section 10 is found by a court of competent jurisdiction to contain limitations as to time, geographic area, or scope of activity that are not reasonable and impose a greater restraint than is necessary to protect the legitimate business interests of the USAC Entities, then the court

shall reform the covenant to the extent necessary to cause the limitations contained in the covenant as to time, geographic area, and scope of activity to be restrained to be reasonable and to impose a restraint that is not greater than necessary to protect the legitimate business interests of the USAC Entities. Participant hereby expressly waives, and agrees not to assert, any challenge to any restrictive covenant in this Agreement premised upon insufficiency of consideration, over breadth or unreasonableness, or that any provisions of this Agreement are otherwise void, voidable, or unenforceable or should be voided or held unenforceable.

(f) *Clawback.* If the Participant violates the terms of this Section 10, the violation shall be deemed an Act of Misconduct under the Plan and the Phantom Units, DERs, and Units issuable hereunder, whether vested or unvested and whether or not previously issued, shall be subject to the clawback described in Section 8(o) of the Plan only to the extent that the violation resulted in actual demonstrable harm to one or more of the USAC Entities.

11. Non-Disparagement. The Participant agrees to refrain from making any oral or written statements to a third party about any of: (i) the USAC Entities; or (ii) Energy Transfer LP, Energy Transfer Operating, L.P., or any of its or their affiliates or successors (collectively, the “**Energy Transfer Entities**”), that are slanderous, libelous or defamatory with the effect of damaging the business or reputation of the USAC Entities or the Energy Transfer Entities. If the Participant violates the terms of this Section 11 the violation shall be deemed an Act of Misconduct under the Plan and the Phantom Units, DERs, and Units issuable hereunder, whether vested or unvested and whether or not previously issued, shall be subject to the clawback described in Section 8(o) of the Plan only to the extent that the violation resulted in actual demonstrable harm to one or more of the USAC Entities or Energy Transfer Entities.

12. Severability. If any provision of this Agreement is or becomes or is deemed to be invalid, illegal, or unenforceable in any jurisdiction, such provision shall be construed or deemed amended to conform to the applicable law or, if it cannot be construed or deemed amended without, in the determination of the Committee, materially altering the intent of this Agreement, such provision shall be stricken as to such jurisdiction, and the remainder of this Agreement shall remain in full force and effect.

13. Tax Consultation. None of the Board, the Committee, the Company or the Partnership has made any warranty or representation to Participant with respect to the income tax consequences of the issuance of the Phantom Units, the DERs, the Units or the transactions contemplated by this Agreement, and the Participant represents that he or she is in no manner relying on such entities or their representatives for tax advice or an assessment of such tax consequences. The Participant understands that the Participant may suffer adverse tax consequences in connection with the Phantom Units and DERs granted pursuant to this Agreement. The Participant represents that the Participant has consulted with any tax consultants that the Participant deems advisable in connection with the Phantom Units and DERs.

14. Amendments, Suspension and Termination. Solely to the extent permitted by the Plan, this Agreement may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Board or the Committee. Except as provided in the preceding sentence, this Agreement cannot be modified, altered or amended, except by an agreement, in writing, signed by both the Partnership and the Participant.

15. Code Section 409A.

(a) General. This Agreement is intended to comply with the provisions of Section 409A of the Code (“**Section 409A**”) and this Agreement and the Plan shall, to the extent practicable, be construed in accordance therewith. Terms defined in this Agreement and the Plan shall have the meanings given such terms under Section 409A if and to the extent required to comply with Section 409A.

(b) Delayed Payment Rule. If and to the extent any portion of any payment provided to the Participant under this Agreement in connection with the Participant’s “separation from service” (as defined in Section 409A) is determined to constitute “nonqualified deferred compensation” within the meaning of Section 409A and the Participant is a “specified employee” (as defined in Section 409A(a)(2)(B)(i)), as determined by the Company and the Partnership in accordance with the procedures separately adopted by the Company and the Partnership for this purpose, by which determination the Participant, as a condition to accepting benefits under this Agreement and the Plan, agrees to be bound, such portion of the Phantom Units and, if applicable DERs, to be delivered on a vesting date shall not be delivered before the earlier of (i) the day that is six months plus one day after the date of separation from service (as determined under Section 409A) or (ii) the tenth (10th) day after the date of the Participant’s death (as applicable, the “**New Payment Date**”). Any amount that is otherwise payable within the six (6) month period described in the preceding sentence, will be aggregated and paid in a lump sum without interest. In addition, if a distribution is paid by the Partnership with respect to its common units during the six month period between the Participant’s separation from service and the New Payment Date, the Partnership shall calculate the distribution amount that the Participant would have received with respect to each Phantom Unit that is not settled through delivery of a common unit pursuant to this Section 15 during the six (6) month delay period and shall pay such amount, without interest, to the Participant on the New Payment Date.

(c) Separate Payments, No Acceleration. For purposes of Section 409A, each payment or settlement of any portion of the Phantom Units under this Agreement shall be treated as a separate payment of compensation. None of the Company, the Partnership nor the Participant shall have the right to accelerate or defer the delivery of any such Phantom Units except to the extent specifically permitted or required by Section 409A.

(d) No Representation. The Company and the Partnership make no representations or warranty and shall have no liability to the Participant or any other person if any provisions of or payments under this Agreement are determined to constitute deferred compensation subject to Section 409A but not to satisfy the conditions of that section.

16. Adjustments; Clawback. The Participant acknowledges that the Phantom Units are subject to modification and forfeiture in certain events as provided in this Agreement and Section 7 of the Plan. The Participant further acknowledges that the Phantom Units, DERs and Units issuable hereunder, whether vested or unvested and whether or not previously issued, are subject to clawback as provided in Section 8(o) of the Plan.

17. Successors and Assignability. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the USAC Entities. Participant acknowledges and agrees that this Agreement is assignable by the USAC Entities without Participant’s further consent. Subject to the restrictions on transfer contained herein, this Agreement shall be binding upon the Participant and his or her heirs, executors, administrators, successors and assigns.

18. Governing Law. THE VALIDITY, CONSTRUCTION, INTERPRETATION AND EFFECT OF THIS INSTRUMENT SHALL BE GOVERNED EXCLUSIVELY BY, AND DETERMINED IN ACCORDANCE WITH, THE LAW OF THE STATE OF DELAWARE (WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAW PRINCIPALS THEREOF), EXCEPT TO THE EXTENT PRE-EMPTED BY FEDERAL LAW, WHICH SHALL GOVERN.

19. Headings. Headings are given to the sections and subsections of this Agreement solely as a convenience to facilitate reference. Such headings shall not be deemed in any way material or relevant to the construction or interpretation of this Agreement or any provision hereof.

20. Forfeiture. The Award granted under this Agreement shall automatically be deemed forfeited by the Participant on \_\_\_\_\_ unless prior to such date the Participant shall have executed and delivered to the Partnership (i) this Agreement and (ii) an NDA and Assignment in favor of the Partnership (except that (ii) is not required for Participants who already have entered into (a) a written employment agreement with the Partnership, one of its subsidiaries or USA Compression Management Services, LLC or (b) a Nondisclosure and Assignment of Inventions Agreement in form satisfactory to the Partnership).

21. Entire Agreement. This Agreement, together with the Plan, constitutes the entire understanding and supersedes any and all other agreements, oral or written, between the parties hereto, in respect of the subject matter of this Agreement and embodies the entire understanding of the parties with respect to the subject matter hereof; *provided, however* that this Agreement supplements and does not modify or supersede any other agreements Participant has with the USAC Entities or any other obligations of Participant to the USAC Entities relating to assignment of intellectual property, non-disparagement, non-disclosure, non-competition, or non-solicitation.

[Signature page follows]

The Participant's signature below indicates the Participant's agreement with and understanding that this Award is subject to all of the terms and conditions contained in the Plan and in this Agreement, and that, in the event that there are any inconsistencies between the terms of the Plan and the terms of this Agreement, the terms of this Agreement shall control. The Participant further acknowledges that the Participant has read and understands the Plan and this Agreement, which contains the specific terms and conditions of this grant of Phantom Units. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or this Agreement.

**USA COMPRESSION PARTNERS, LP**  
a Delaware limited partnership

By: USA Compression GP, LLC  
Its: General Partner

By: \_\_\_\_\_  
Name:  
Title:

**“PARTICIPANT”**

\_\_\_\_\_  
EMPLOYEE\*\*\*\*\*

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**CERTIFICATION OF CHIEF EXECUTIVE OFFICER  
PURSUANT TO RULE 13A-14(A) AND RULE 15D-14(A)  
OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, Eric D. Long, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of USA Compression Partners, LP (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

November 6, 2018

/s/ Eric D. Long

Name: Eric D. Long

Title: President and Chief Executive Officer

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**CERTIFICATION OF CHIEF FINANCIAL OFFICER  
PURSUANT TO RULE 13A-14(A) AND RULE 15D-14(A)  
OF THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED**

I, Matthew C. Liuzzi, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of USA Compression Partners, LP (the “registrant”);
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant’s other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - c) evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - d) disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the registrant’s most recent fiscal quarter (the registrant’s fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and
5. The registrant’s other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):
  - a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and
  - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

November 6, 2018

/s/ Matthew C. Liuzzi

Name: Matthew C. Liuzzi

Title: Vice President, Chief Financial Officer and Treasurer

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**CERTIFICATION PURSUANT TO  
18 U.S.C. §1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of USA Compression Partners, LP (the "Partnership") for the quarter ended September 30, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Eric D. Long, as President and Chief Executive Officer of USA Compression GP, LLC, the general partner of the Partnership, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to his knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

/s/ Eric D. Long

Eric D. Long  
President and Chief Executive Officer

November 6, 2018

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Partnership and will be retained by the Partnership and furnished to the Securities and Exchange Commission or its staff upon request.

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**CERTIFICATION PURSUANT TO  
18 U.S.C. §1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the Quarterly Report on Form 10-Q of USA Compression Partners, LP (the "Partnership") for the quarter ended September 30, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), Matthew C. Liuzzi, as Vice President, Chief Financial Officer and Treasurer of USA Compression GP, LLC, the general partner of the Partnership, hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to his knowledge:

- (1) the Report fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and
- (2) the information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Partnership.

/s/ Matthew C. Liuzzi

Matthew C. Liuzzi

Vice President, Chief Financial Officer and Treasurer

November 6, 2018

A signed original of this written statement required by Section 906, or other document authenticating, acknowledging, or otherwise adopting the signature that appears in typed form within the electronic version of this written statement required by Section 906, has been provided to the Partnership and will be retained by the Partnership and furnished to the Securities and Exchange Commission or its staff upon request.

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